

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, October 7, 2020 – 10:00 a.m.**  
**Council Chambers City Hall One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the September 16, 2020, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Bid Award for Auman Neighborhood Drainage Improvements Oswego Road and Shoshone Drive – Project No. 18-23; Jeremy Kashman, City Engineer**
- b. **Bid Opening for Rock Salt Bid; John Duffy, Director of the Department of Utilities**

**3. PERFORMANCE RELEASE APPROVAL REQUESTS**

- a. **Resolution BPW-10-07-20-02; Estates at Towne Meadow; Erosion Control; Platinum Properties**
- b. **Resolution BPW-10-07-20-01; Dermatology, Inc; Common Walk; Carmel Practice, LLC**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$86,000.00); Duke Energy – Storm Water Relocation; Jeremy Kashman, City Engineer. TABLED**
- b. **Request for Purchase of Goods and Services; Superior, LLC; (\$21,840.00); Upgrade of Finance PLUS; Additional Services Amendment; Ann Bingman, City Controller**
- c. **Request for Purchase of Goods and Services; First Arriving, LLC; (\$5,301.00); Dashboard Subscription; Chief David Haboush, Carmel Fire Department**
- d. **Request for Purchase of Goods and Services; Beaty Construction, Inc; (\$64,475.00); 106<sup>th</sup> & Keystone Bridge Beam Repairs; Dave Huffman, Street Commissioner**
- e. **Request for Purchase of Goods and Services; Insight Public Sector, Inc; (\$58,580.54); HPE Aruba 5406R Switch and SAN Servers Lease; Timothy Renick, Director of Information and Communication Systems**
- f. **Request for Purchase of Goods and Services; Republic Services; Change Order Request; Pre-Paid Bulky Waste Large/Heavy Item Rate adjusted to \$20/Item & Pre-Paid Bulky Brush & Landscape Waste to \$45/Pick-Up; John Duffy, Director of the Department of Utilities**
- g. **Request for Purchase of Goods and Services; Gordon Flesch Company, Inc; (\$3,230.88); PZ Copier Lease; Additional Services Amendment; Mike Hollibaugh, Department of Community Services**
- h. **Request for Purchase of Goods and Services; CrossRoad Engineers; (\$50,000.00); Monon Boulevard – Phase I and Monon Plaza, Construction Inspection; Additional Services Amendment #28a; Jeremy Kashman, City Engineer**



- i. **Request for Purchase of Goods and Services; CrossRoad Engineers; (\$218,700.00); 6<sup>th</sup> Street and Range Line Road RAB – Inspection; Additional Services Amendment #10;** Jeremy Kashman, City Engineer
- j. **Request for Purchase of Goods and Services; DB Engineering, LLC; (\$5,000.00); Crooked Stick Drainage Improvements, 17-SW-09; Additional Services Amendment #2a;** Jeremy Kashman, City Engineer
- k. **Request for Purchase of Goods and Services; Converus, Inc; (\$5,650.00); EyeDetect Software;** Chief David Haboush, Carmel Fire Department
- l. **Request for Purchase of Goods and Services; CXTEC, Inc; (\$63,384.76); Server Related Expenses;** Timothy Renick, Director of Information and Communication Systems
- m. **Request for Local Public Agency Project Coordination Contract; INDOT; Des. No. 1901894, 96<sup>th</sup> Street and College Avenue Roundabout;** Jeremy Kashman, City Engineer
- n. **Request for Local Public Agency Project Coordination Contract; INDOT; Des. No. 1901895, 106<sup>th</sup> Street and Westfield Boulevard Roundabout;** Jeremy Kashman, City Engineer
- o. **Request for Utility Reimbursement Agreement; Duke Energy Indiana, LLC; 126<sup>th</sup> Street MU Path;** Jeremy Kashman, City Engineer
- p. **Request for Facilities Relocation and Reimbursement Agreement; Duke Energy Indiana, LLC; Storm Sewer Drain Relocation;** Jeremy Kashman, City Engineer
- q. **Request for Purchase of Goods and Services; Gradex; (\$38,852.45); North Range Line Road Reconstruction – Project #16-ENG-49; CO #5;** Jeremy Kashman, City Engineer
- r. **Request for Purchase of Goods and Services; White Construction; (-\$388,725.28); Midtown Plaza – Project #16-ENG-22; CO #1-Final;** Jeremy Kashman, City Engineer
- s. **Request for Purchase of Goods and Services; Rieth-Riley; (\$222,348.78); 96<sup>th</sup> and Keystone Parkway – Project #16-ENG-05; CO #15;** Jeremy Kashman, City Engineer

## **5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use/Close City Streets; Boo ‘n Brew Fall Festival; October 24, 2020; 6:00 a.m. – 10:00 p.m.;** Melanie Sturgis, Washington Prime Group
- b. **Request to Use Civic Square Gazebo; Wedding; October 22, 2020; 3:00 p.m. – 6:00 p.m.;** Lindsey Hohl
- c. **Request to Use Civic Square Gazebo; Annual Members’ Meeting; October 25, 2020; 12:00 p.m. – 3:00 p.m.;** Deborah Gangstad, Carmel Clay Historical Society
- d. **Request to Use Veterans Memorial/Reflecting Pool; Gold Star Family Luminary Night; September 27, 2020; 6:00 p.m. – 10:00 p.m.;** Jamie Ginder, Jonathan Jennings Chapter Daughters of the American Revolution

## **6. OTHER**

- a. **Request for Lane Restrictions/Road Closure/Open Cut; 909 Oswego;** Zach Spitz, Elevation Excavation
- b. **Request for Open Pavement Cut/Lane Restrictions; Range Line Road/City Center Drive/3<sup>rd</sup> Ave SW;** Steffanie Straub, CSU
- c. **Request for Temporary Construction Entrances; Carmel Library;** Kevin Gujral, Skillman Corp
- d. **Request for Additional Curb Cut; 10478 Roxley Bend;** Homeowner
- e. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; Various Locations;** Duke Energy
- f. **Request for Lane Restrictions/Open Pavement Cut; 621 1<sup>st</sup> Ave NW;** Steven Moed, SLM Homes



- g. **Request for Curb Cut; 10590 Iron Horse Lane; Homeowner**
- h. **Request for Grant of Perpetual Storm Water Quality Management Easement; Indy Rehab Hospital; Josh Cribelar, Structurepoint**
- i. **Request for Stormwater Technical Standards Waiver; Carmel Clay Community Building, 210 Veterans Way; Brian Maurovich, DLZ**
- j. **Request for Stormwater Technical Standards Waiver; Napleton Kia, 9675 Randall Drive; Brad Schrage, Structurepoint**
- k. **Request for Secondary Plat; Hamlet @ Jackson's Grant 2; Doug Wagner, HDC**
- l. **Request for Replat; Lot 8, Carmel Science and Technology Park; Kimley Horn**
- m. **Request for Consent to Encroach; 3398 Foster Ridge Lane; Gregory & Angela Wright, Homeowners**
- n. **Request for Consent to Encroach; 14332 Adios Pass; Jon & Amanda Ferguson, Homeowners**
- o. **Request for Consent to Encroach; 4150 E. 96<sup>th</sup> Street; Wood Mortgage RE, LLC, Property Owner**
- p. **Request for Variance; 3398 Foster Ridge Lane; Gregory & Angela Wright, Homeowners**
- q. **Request for Variance; 14332 Adios Pass; Jon & Amanda Ferguson, Homeowners**
- r. **Request for Variance; 4150 E. 96<sup>th</sup> Street; Wood Mortgage RE, LLC, Property Owner**
- s. **Request for Lane and Sidewalk Closure; 211 W Main Street; Ken Woods, ISF Signs**

## **7. ADJOURNMENT**



**Board of Public Works and Safety Meeting**  
**Minutes**  
**Wednesday, September 16, 2020 – 10:00 a.m.**  
**Via Videoconference**

**MEETING CALLED TO ORDER**

*Board Member Burke called the meeting to order at 10:05 a.m.*

*This meeting took place via teleconference in conjunction with guidelines from Executive Orders from the Governor of Indiana.*

**MEMBERS PRESENT**

*Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob Quinn were present.*

*Mayor James Brainard was not present.*

**MINUTES**

*Minutes from the September 2, 2020, Regular Meeting were approved 2-0*

**BID/QUOTE OPENINGS AND AWARDS**

Bid Opening for Golf Cart Paths – Brookshire; Bob Higgins, General Manager/Superintendent, Brookshire Golf Course. No Bids were received.

Bid Opening for Auman Neighborhood Drainage Improvements Oswego Road and Shoshone Drive – Project No. 18-23; Deputy Clerk Quinn opened the bids and read them aloud:

<u>Contractor</u>	<u>Bid</u>
<i>Yardberry</i>	<i>\$618,450.00</i>
<i>Calumet</i>	<i>\$472,455.00</i>
<i>Morphey Construction</i>	<i>\$506,000.00</i>
<i>White Construction</i>	<i>\$564,000.00</i>
<i>HIS Constructors</i>	<i>\$573,900.01</i>

Quote Opening for 2020 Trash Removal on US 31 and Keystone Parkway; Deputy Clerk Quinn opened the quotes and read them aloud:

<u>Contractor</u>	<u>Quote</u>
<i>Hittle</i>	<i>\$6,375.07 per occurrence</i>
<i>Interstate Business Solutions</i>	<i>\$170,000.00</i>
<i>Brightview Landscapes</i>	<i>\$131,980.00</i>

Bid Award for US 31 Crossing Water Transmission Main Phase II was added to the agenda unanimously. John Duffy, Director of Unities, recommended awarding the bid to Midwest Paving in



the amount 988,350.00. Board Member Burke moved to award the bid to Midwest Paving. Board Member Watson seconded. Motion approved 3-0.

## **PERFORMANCE RELEASE APPROVAL REQUESTS**

Resolution BPW-09-16-20-03; Legacy Amenity Center; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-09-16-20-04; Nottingham Outlots; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

## **CONTRACTS**

Resolution BPW-09-16-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; PKS Construction, Inc; (\$76,000.00); Court Room Tennant Finish Relocation; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$86,000.00); Duke Energy – Storm Water Relocation; Jeremy Kashman, City Engineer. ITEM WAS TABLED

Request for Purchase of Goods and Services; Yardberry Landscape Company; (\$73,700.00); Waterstone – Culvert Repair; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

## **REQUEST TO USE CITY STREETS/PROPERTY**

Request to Use/Close City Streets; Brookshire North – Lawnmower Race/Social Event; October 3, 2020; 8:00 a.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Monon Square; Carmel Symphony Orchestra Drive IN Concert; October 24, 2020; 9:00 a.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Monon Square; Carmel Symphony Orchestra Drive IN Concert; November 28, 2020; 9:00 a.m. – 10:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Civic Square Gazebo; Wedding Ceremony; September 26, 2020; 2:00 p.m. – 4:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Midtown Plaza; Holiday Movies in Midtown; November 7 – December 26, 2020; 12:00 p.m. – 8:00 p.m. (Every Saturday); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Acknowledge Approval to Use Paver Patio Outside of the Performing Arts Center; Wedding; September 6, 2020; 1:00 p.m. – 5:40 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.



*Request to Use Paver Patio Outside of the Performing Arts Center; Wedding; October 10, 2020; 12:00 p.m. – 5:30 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use Midtown Plaza; Carmel Roundabout Week Celebration; September 21 - 22, 2020; 11:30 a.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Hang Ornaments on Trees Around Carmel; IU Health North Hospital Days of Service Hope Tree Ornaments; September 7 – October 5; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

## **OTHER**

*Uniform Conflict of Interest Disclosure Statement; Sue Finkam; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Waiver of BPW Resolution No. 04-28-17-01/Related Traffic Restrictions; 4148 East Main St./4293 East Main St./14121 Gray Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Open Pavement Cut; 111<sup>th</sup> & Illinois; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; City Center Drive & Lexington Blvd; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Street Cuts/Lane Restrictions; Various Locations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restrictions; East 126<sup>th</sup> Street – Flowing Well Park; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Alley Closure/Open Pavement Cut; 516 2<sup>nd</sup> Ave NE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Alley Closure/Open Pavement Cut; 401 1<sup>st</sup> Ave NE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Alley Closure/Open Pavement Cut; 120 1<sup>st</sup> Ave NW; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Right of Way Dedication; 101 4<sup>th</sup> Ave SE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Stormwater Technical Standards Waiver; 116<sup>th</sup> Street & College Ave; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*



Request for Secondary Plat; Carmel Medical Arts Pavillion; Board Member Burke moved to approve.  
Board Member Watson seconded. Request approved 2-0.

Resolution BPW-09-16-20-02; A Resolution Setting 2021 City and Participant Contribution Rates for  
the City of Carmel Employee Health Benefit Plan; Board Member Burke moved to approve. Board  
Member Watson seconded. Request approved 2-0.

**ADD-ON**

Board Member Burke moved to add-on request for Reciprocal Contract of Sale; Everstream GLC  
Holding Company, LLC. Board Member Watson seconded. Motion approved 2-0. Board Member Burke  
moved to approve. Board Member Watson seconded. Request approved 2-0.

Board Member Burke moved to add-on request for Midtown Social Dog Walk; October 10, 2020; 1:00  
p.m. – 5:00 p.m. Board Member Watson seconded. Motion approved 2-0. Board Member Burke moved  
to approve. Board Member Watson seconded. Request approved 2-0.

**ADJOURNMENT**

Board Member Burke adjourned the meeting at 10:16 a.m.

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Sue Wolfgang – City Clerk

Approved

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Mayor James Brainard

**ATTEST:**

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Sue Wolfgang – City Clerk



Date: September 29, 2020

Resolution No: **BPW-10-07-20-02**

Board of Public Works and Safety



To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: September 29, 2020

Resolution No: BFW-10-07-20-01

From: CITY ENGINEER

Principal: CARMEL PRACTICE, LLC

Surety: LEXON SURETY COMPANY

Board Members:

I have conducted final inspection at DERMATOLOGY, INC. for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
EROSION CONTROL	1143117	\$26,488.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
EROSION CONTROL	\$2,648.80

APPROVED:

  
Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 7th day of October, 2020, that the listed Performance Guarantee for the DERMATOLOGY, INC. as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



CrossRoad Engineers, P.C.  
Engineering Department - 2020  
Appropriation # 2200 43-509.00 Fund 250 Storm Water; P.O. #104130  
Contract Not To Exceed \$86,000.00

**APPROVED**  
By Jon Oberlander at 9:19 am, Sep 09, 2020

**ADDITIONAL SERVICES AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated February 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

CrossRoad Engineers, P.C.

By:

Authorized Signature

Printed Name

Title

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: July 20, 2020





March 2, 2020

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

Re: Duke Energy – Storm Sewer Relocation  
136<sup>th</sup> Street and Range Line Road  
Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you and Duke Energy, and our current knowledge of the project area, we have prepared this scope and fee proposal for your review. It is understood that this project will be locally funded through the City of Carmel Engineering Department.

The following information has been prepared and is included herein:

- I. Project Description
- II. Scope of Professional Services
- III. Proposed Fees

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC


  
Trent E. Newport, P. E.  
President

Exhibit A



# **Duke Energy – Storm Sewer Relocation**

**CrossRoad Engineers, PC**

## **I. PROJECT DESCRIPTION**

This project involves relocating a portion of the existing 42"/48" RCP Morrow-Follett Hamilton County legal drain at the northwest corner of 136<sup>th</sup> Street and Range Line Road that currently extends across the Duke Energy substation property. In order to allow the ability to expand and upgrade the substation in the future, Duke Energy has requested that the City of Carmel relocate this portion of the legal drain outside of the limits of the substation. Also included within the project will be the necessary repairs to southbound Range Line Road and the existing improvements behind the curb. Significant utility coordination and conflict resolution will be necessary to determine the most cost-effective alignment for the storm sewer relocation and to minimize any utility relocation efforts.

Included in this proposal is a description of the engineering services necessary for the complete development of the proposed relocation project. These services include topographic survey, storm sewer and road repair design and construction plans, utility coordination, and permit applications and bidding phase.

## **II. SCOPE OF PROFESSIONAL SERVICES**

### **1. Topographic Survey**

Topographic survey will be necessary at the northwest corner of 136<sup>th</sup> Street and Range Line Road. The survey limits will extend from the west center curb of Range Line Road to the fence of the Duke Energy substation from 10<sup>th</sup> Street NW approach south around the NW quad of the roundabout to the substation drive approach on 136<sup>th</sup> Street. We will work to tie into the horizontal and vertical control of the recent Range Line Road from 136<sup>th</sup> Street to US 31 project. Property lines and R/W will be shown based on receiving AutoCAD files of the previous Range Line Road project. No property research or deed analysis is included in this scope.

### **2. Storm Sewer Relocation and Street Repair Design**

Design and construction plans for storm sewer relocation and street repair will be prepared in accordance with City of Carmel and Hamilton County Surveyor's Office stormwater standards, guidelines and directions, and INDOT standards and specifications, when applicable. It is anticipated that design of the storm sewer relocation will be based on an in-kind replacement with same size and pipe material, and will maximize pipe capacity based on existing upstream and downstream pipe inverts. CrossRoad Engineers will coordinate with City of Carmel Engineering and Hamilton County Surveyors Office during the design of the project.



As there will be no new flows added to the storm sewer system as part of this project, and as the intent of the project is solely for relocation and not to enhance or upgrade the system, hydrologic and hydraulic stormwater modeling is not included in this scope. Any necessary stormwater modeling calculations that may be necessary during the permitting process will require a supplemental scope and fee proposal.

CrossRoad Engineers will submit plans to the City Engineer and Duke Energy for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

### **3. Utility Coordination**

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will send initial verification notice to each of the utility companies and will identify potential conflicts. We will evaluate each of the potential conflicts and will determine alignment of proposed storm sewer to minimize conflicts and project costs. CRE will facilitate a Preliminary Field Check meeting based on the design schedule above. We will coordinate with the City of Carmel and Duke Energy for any potential utility relocations that may be necessary, and then review the relocation plans prepared by the individual utility companies. We will review any reimbursable claims by the utility companies and coordinate as necessary. This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

### **4. Permitting and Bidding Phase**

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

The project will likely result in disturbance of less than one acre of land; therefore, it is anticipated that an IDEM Rule 5 permit will not be required. Although no IDEM Rule 5 permit will be required, we will submit pre and post-construction SWPPP documents to Hamilton County Soils and Water for notification of the project. The existing storm sewer is a part of the Hamilton County Morrow-Follett regulated drain, so a Hamilton County Drainage Board and HCSO Relocation/Reconstruction Petition and a Non-Enforcement Application will be required.



### 5. Construction Inspection

Following the Owner's award of the project, a CrossRoad Engineers representative will attend and prepare an agenda and minutes for a pre-construction meeting with the selected contractor. CrossRoad Engineers will then perform Construction Inspection services through the construction of the project. These management efforts are anticipated to include: facilitate bi-weekly progress meetings and associated meeting agendas and minutes; review shop drawings from the contractor; coordination with any necessary utility relocations; on-call conflict resolution and field change approval; review of change orders; processing of pay estimates; and daily site inspections to verify conformance. During the construction of the project, we have budgeted an average of 20 hours per week (based on an estimated construction duration of 8 weeks) for the Resident Project Representative for construction inspection. CrossRoad Engineers will also assist with final walk-thru and punch lists, and complete project closeout documentation, including the preparation and review of as-built drawings. Construction Inspection services will be provided on an hourly basis, at the rates included in Attachment "B", with a budgeted amount listed in Section III - Proposed Fees.

### III. PROPOSED FEES

<b>TASK DESCRIPTION</b>	<b>PROPOSED FEE</b>
1. Topographic Survey	\$5,000
2. Storm Sewer Relocation and Street Repair Design	\$34,000
3. Utility Coordination	\$7,500
4. Permitting and Bidding Phase	\$9,500
5. Construction Inspection (Hourly - Budget Cost Only)	\$30,000
<b>CONTRACT TOTAL</b>	<b>\$86,000</b>



## ATTACHMENT "B" HOURLY BILLING RATES



PERSONNEL CLASSIFICATION	HOURLY RATE
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### DESIGN

Director	\$ 160.00
Senior Project Manager	140.00
Project Manager	120.00
Project Engineer	105.00
Assistant Project Engineer	90.00
CADD Manager	105.00
CADD Technician	90.00
Assistant CADD Technician	75.00
R/W Manager	155.00
R/W Appraiser	155.00
R/W Buyer	155.00

### INSPECTION

Director	\$ 160.00
Resident Project Representative	125.00
Asst Resident Project Representative	115.00
Project Inspector	105.00
Assistant Project Inspector	85.00

### SURVEY

Survey Manager	\$ 130.00
Assistant Survey Manager	95.00
Survey Crew - 1 Man	115.00
Crew Chief	95.00
Field Man	70.00
Researcher	85.00
Survey Technician	90.00

### MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

# CROSSROAD ENGINEERS, PC



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104130**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO	DESCRIPTION
7/14/2020			068025	20-SW-11 Duke Energy - Carmel 69 Substation Re-Route (Design/Inspection)
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 3417 S SHERMAN DR		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48209				
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE
				EXTENSION

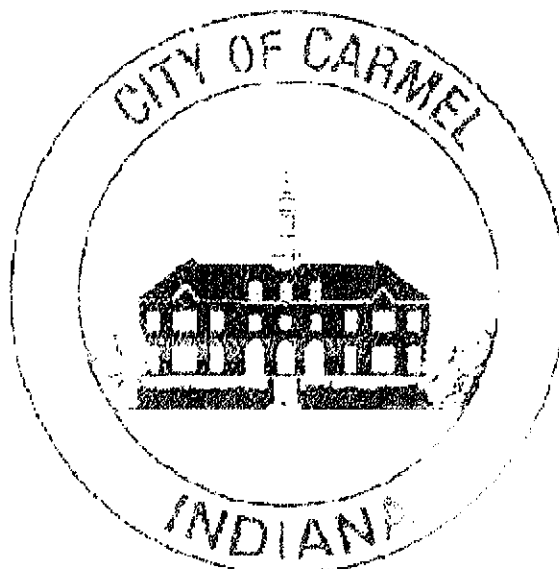
Department: 2200 Fund: 250 Storm Water

Account: 43-509.00

1 Each

Duke Energy - Storm Sewer Relocation

\$86,000.00	\$86,000.00
Sub Total	\$86,000.00



Send Invoice To:  
City Engineering's Office  
Laurie Slick  
1 Civic Square  
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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## SHIPPING INSTRUCTIONS

\*SHIP PREPAID

\*C O D SHIPMENT CANNOT BE ACCEPTED

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

## PAYMENT

**\$86,000.00**

\*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman  
Director

TITLE

CONTROLLER

James Crider

James Crider  
Director of Administration

CONTROL NO. 104130



Superion, LLC

Controller's Office - 2020

Appropriation #1701 43-515.02; P.O. #104156

Contract Not To Exceed \$21,840.00

**APPROVED**

By Jon Oberlander at 12:05 pm, Sep 16, 2020

**ADDITIONAL SERVICES AMENDMENT TO**  
**AGREEMENT FOR BASIC APPLICATION SOFTWARE MAINTENANCE AND SUPPORT**

THIS AMENDMENT TO THE AGREEMENT FOR BASIC APPLICATION SOFTWARE MAINTENANCE AND SUPPORT ("Agreement") entered into by and between the City of Carmel and Superion, LLC (the "Vendor"), as City Contract dated February 3, 1997 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". Furthermore, the terms of the Agreement shall be amended to include the E-verify requirement as stated in Indiana Code § 22-5-1.7 et seq., which is attached hereto and incorporated herein as Exhibit "B", as well as the required E-verify Affidavit, attached hereto and incorporated herein as Exhibit "C". Also, pursuant to I.C. § 5-22-16.5, Vendor shall certify that in signing this document, it does not engage in investment activities within the Country of Iran. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA

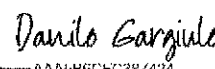
SUPERION, LLC

by and through its Board of Public  
Works and Safety

By:

By:

DocuSigned by:



AAAB6CFC38/424...

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Danilo Gargiulo

Mary Ann Burke, Member

Date: \_\_\_\_\_

Printed Name

SVP Business Transformation, PA

Lori S. Watson, Member

Date: \_\_\_\_\_

Title

FID/TIN: 83-1102137

ATTEST:

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

9/11/2020

Date: \_\_\_\_\_

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





**Quote prepared by:**  
Raul Correa  
raul.correa@centralsquare.com

**Quote #:** Q-06512  
**Quote expires on:** November 10, 2020

**Quote prepared for:**  
Ann Bingman  
Carmel, IN  
1 Civic Square  
Carmel, IN 46032  
(317) 571-2414

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
PLUS Custom Modifications Finance	720.00 USD
PLUS Financials Project Management	2,160.00 USD
PLUS Financials Installation	7,200.00 USD
PLUS Financials Training	4,320.00 USD
Cognos Migration from 10.2.2 to Cognos 11 Project Management	640.00 USD
Cognos Migration from 10.2.2 to Cognos 11 Training	3,600.00 USD
Cognos 11 Data Modules Training	900.00 USD
Cognos 11 Dashboard Training	900.00 USD
Cognos Migration from 10.2.2 to Cognos 11 Installation	1,400.00 USD
Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.	<b>Services Total:</b> 21,840.00 USD

MORE INFORMATION AT CENTRAL SQUARE.COM

**EXHIBIT**  
**A (1 of 2)**





**Quote prepared by:**  
Raul Correa  
raul.correa@centralsquare.com

**Quote Total:** 21,840.00 USD

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## **BILLING INFORMATION**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: 104156

Initials:

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)

**EXHIBIT**  
**A (2 of 2)**



Superion, LLC

Controller's Office - 2020

Appropriation #1701 43-515.02; P.O. #104156

Contract Not To Exceed \$21,840.00

**EXHIBIT "B"**  
**E-verify requirement**

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section of the Amendment.

Pursuant to I.C. § 22-5-1.7 et seq., Vendor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Addendum. Vendor is further required to execute the attached Affidavit, herein referred to as "Exhibit C", which is an Affidavit affirming that: (i) Vendor is enrolled and is participating in the E-verify program, and (ii) Vendor does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached "Exhibit C." In support of the Affidavit, **Vendor shall provide the City with documentation that it has enrolled and is participating in the E-Verify program.** This Agreement shall not take effect until said Affidavit is signed by Vendor and delivered to the City's authorized representative.

Should Vendor subcontract for the performance of any work under this Addendum, the Vendor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Vendor shall maintain a copy of such certification for the duration of the term of any subcontract. Vendor shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Vendor, or any subcontractor of Vendor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Vendor or subcontractor subsequently learns is an unauthorized alien, Vendor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Vendor or any subcontractor of Vendor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.



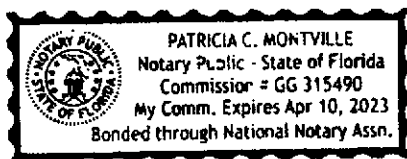
Exhibit "C"  
E-Verify Affidavit

Angel De Souza being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by CentralSquare Technologies, LLC (the "Company") in the position of Human Resources Ops Specialist
3. I am familiar with the employment policies practices, and procedures of the Company and have the authority to act on behalf of the Company.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16 day of September, 2020.



Printed: PATRICIA C. MONTVILLE

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

A handwritten signature of Angel De Souza in black ink.

Printed: Angel De Souza



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104156

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
7/24/2020			374943	

SUPERION LLC

VENDOR 1000 BUSINESS CENTER DR

Controller's Office

SHIP TO 1 Civic Square  
Carmel, IN 46032-

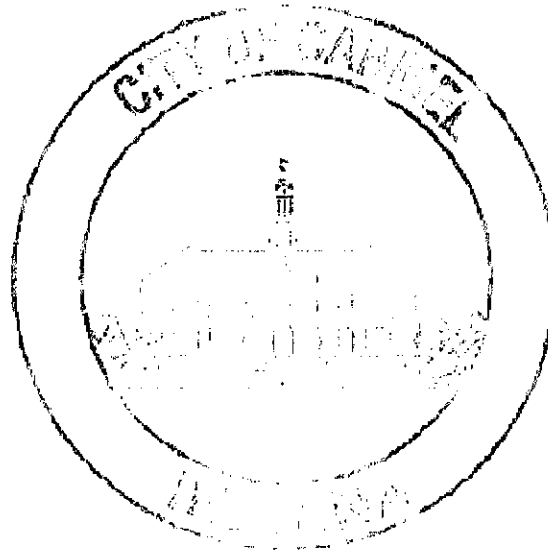
LAKE MARY, FL 32746 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
48493				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1701	Fund: 101	General Fund		
Account: 43-515.02				
1 Each		Upgrade of Finance PLUS	\$21,840.00	\$21,840.00
			Sub Total	\$21,840.00

Send Invoice To:  
Controller's Office

1 Civic Square  
Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$21,840.00

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID  
\*C.O.D. SHIPMENT CANNOT BE ACCEPTED  
\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL  
\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

\*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

TITLE

CONTROLLER

*Lianne Walshall*

Dianne Walshall  
Deputy Director

*James Crider*

James Crider  
Director of Administration

CONTROL NO. 104156



## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and First Arriving, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-515.02 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Five Thousand Three Hundred One Dollars (\$5,301.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.



6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.



10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement



16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Fire Department Two Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor:	First Arriving, LLC 9555 Kings Charter Drive Suite K Ashland, Virginia 23005
---------------	---

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.



20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.



27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

First Arriving, LLC

by and through its Board of Public  
Works and Safety

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

By:

Authorized Signature

Printed Name

Title

FID/TIN:

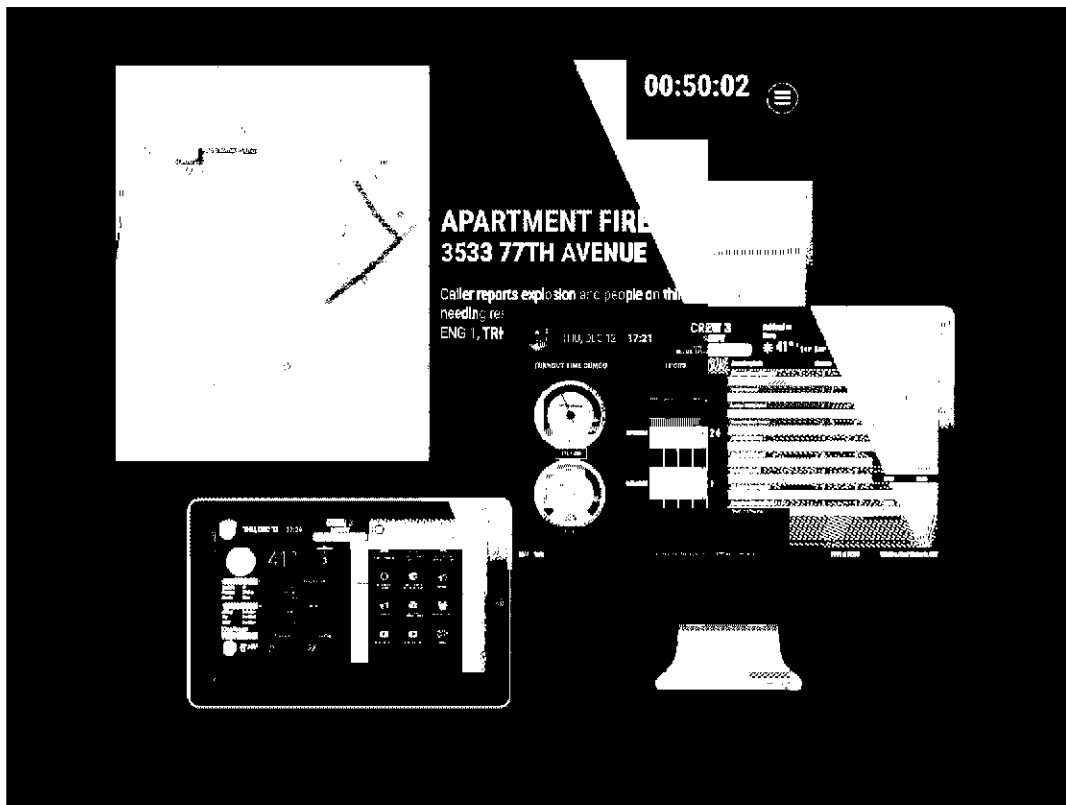
Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date:





## DASHBOARD QUOTE/AGREEMENT



CUSTOMER CONTACTS

PRICING DETAILS

CUSTOMER ACCEPTANCE

TERMS

YOUR SUBSCRIPTION

WHAT'S NEXT

THIRD PARTY SERVICES

MAPPING OPTIONS

WHAT WE NEED FROM YOU

CUSTOMER SUCCESS STORIES

60+ INTEGRATIONS & FEATURES

MORE FIRST ARRIVING CAN DO FOR YOU

**EXHIBIT**  
**A (1 of 2)**





51

**FirstArriving.com | 240-667-7754**

Dave Iannone Sep 04, 2020 60 Days

Billing Contact  
(if different)

Billing Address  
(if different)

**Billing Email:**

Billing Phone: Billing Phone Number

	Price	Qty	Subtotal
Dashboard Standard 4-Year Subscription	\$259.00	21	\$5,439.00
4-year non-pre-pay extension, annual amount			
Subscription license & support, 2+ dashboards (\$34.95/month, billed annually), discounted to PSIN launch rate \$259/annually during four-year term 12/30/2020-12/29/2024			
Dashboard Subscription Multi-Year Discount	-\$138.00	1	-\$138.00
Multi-year discount, non-pre-pay 2.5% annual discount			
Total			\$5,301.00

This total includes any existing and new licenses

**EXHIBIT  
A (2 of 2)**



## EXHIBIT B Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

#### Statutory Limits

#### Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

#### Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

#### Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

#### Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

#### Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000



## EXHIBIT D

### AFFIDAVIT

David Tannore, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by FIRST ARRIVING LLC (the "Employer")  
in the position of CEO.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16<sup>th</sup> day of September, 20 20.

Printed: DAVID TANNORE

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: DAVID TANNORE



# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104272

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/10/2020			372972	Dashboard Subscription Renewal

<b>FIRST ARRIVING LLC</b>	<b>Carmel Fire Department</b>
<b>VENDOR 9555 KINGS CHARTER DR</b>	<b>SHIP 2 Civic Square</b>
<b>SUITE K</b>	<b>TO Carmel, IN 46032-</b>
<b>ASHLAND, VA 23005 -</b>	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49704				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-515.02

21 Each	Dashboard Standard 4 Year Non-Prepay Subscription	\$259.00	\$5,439.00
1 Each	Dashboard Subscription Multi-Year Discount	(\$138.00)	(\$138.00)
	Sub Total		\$5,301.00

Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

## PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

### SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

### PAYMENT

\$5,301.00

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

James Crider

Director of Administration

CONTROL NO. 104272



## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Beaty Construction, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 2201 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Sixty Four Thousand Four Hundred Seventy Five Dollars (\$64,475.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.



6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.



10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement



16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:           City of Carmel  
                          One Civic Square  
                          Carmel, Indiana 46032

**AND**

Douglas C. Haney,  
Corporation Counsel  
Department of Law  
One Civic Square  
Carmel, Indiana 46032

If to Vendor:       Beaty Construction, Inc.  
                          5292 W 100 North  
                          Boggestown, Indiana 46110

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.



20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.



Beaty Construction, Inc.  
Street Department - 2020  
Appropriation #2201 43-509.00; P.O. #104264  
Contract Not To Exceed \$64,475.00

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Beaty Construction, Inc.

by and through its Board of Public  
Works and Safety

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

By:

Authorized Signature

Printed Name

Title

FID/TIN: 35-1128289

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_



**QUOTER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**  
City of Carmel

**Instructions To Quoters:**

*This form shall be utilized by all Quoters. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: ***106<sup>th</sup> Street over Keystone Parkway Bridge Beam Repairs***  
***Project Number: 20-INS-05***

Proposal For Construction of : ***Repair of bridge beam over Keystone Parkway at 106<sup>th</sup> Street,***  
***after vehicle incident.***

Date: August 21, 2020

To: **City of Carmel, Indiana, Board of Public Works and Safety**

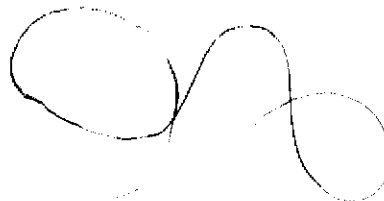
A handwritten signature in black ink, consisting of a large, stylized 'S' or 'C' shape followed by a loop.

EXHIBIT A  
1 of 4



**PART 1**  
**QUOTER INFORMATION**  
**(Print)**

- 1.1 Quoter Name: Beaty Construction, Inc.
- 1.2 Quoter Address: Street Address: 5292 W. 100 N.  
City: Boggstown State: IN Zip: 46110  
Phone: 317-835-2254 Fax: 317-835-9434  
\_\_\_\_\_
- 1.3 Quoter is a/an [mark one]  
\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ X Indiana Corporation  
\_\_\_\_\_ Foreign (Out of State) Corporation; State: \_\_\_\_\_  
\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other \_\_\_\_\_
- 1.4 *[The following must be answered if the Quoter or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Carmel, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #12, dated January 23, 1958.]*
- .1 Corporation Name: \_\_\_\_\_
- .2 Address: \_\_\_\_\_
- .3 Date registered with State of Indiana: \_\_\_\_\_
- .4 Indiana Registered Agent:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

EXHIBIT A  
2 of 4



**PART 2**  
**QUOTE PROPOSAL**

2.1 Base Quote

The undersigned Quoter proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total:

Base Quote: Sixty Four Thousand, Four Hundred Seventy-Five & 00/100 Dollars  
Dollars (\$ 64,475.00 ).

2.2 General

The Quoter acknowledges that evaluation of the lowest Quote shall be based on the total of the Base and selected Alternate Quotes.

The Quoter acknowledges that the Owner reserves the right to award the Contract for the Base Quote alone, for the Base Quote plus Alternate Quote A or for the Base Quote plus Alternate Quote B.

The Quoter further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Quote evaluation and Contract award, and are not to be construed as exact or binding.

The Quoter further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

EXHIBIT

A  
3 of 4



**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

Base Quote			Prices In Figures	
<u>Contract Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price for Item</u>
1	Mobilization & Demobilization	1 LSUM	6,450.00	6,450.00
2	Maintenance of Traffic	1 LSUM	37,875.00	37,875.00
3	Fiber Reinforced Polymer Concrete Casing System	1 LSUM	15,000.00	15,000.00
4	Epoxy Injection, Crack Preparation	29 LFT	100.00	2,900.00
5	Epoxy Injection, Epoxy Material	1 GAL	250.00	250.00
6	Epoxy Injection, Furnishing Equipment	1 LSUM	2,000.00	2,000.00
			<b>Total Base Quote</b>	<b>64,475.00</b>

EXHIBIT A  
4 of 4



**EXHIBIT B**  
**Invoice**

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

#### Statutory Limits

#### Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

#### Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

#### Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

#### Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

#### Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000



## EXHIBIT D

### AFFIDAVIT

Daniel S. Beaty, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Beaty Construction, Inc. (the "Employer") in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 14<sup>th</sup> day of September, 2020.

Daniel S. Beaty  
Printed: Daniel S. Beaty

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Shannon Fogle  
Printed: Shannon Fogle



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104264

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/8/2020			357621	
BEATY CONSTRUCTION INC		Street Department		
VENDOR 5292 W 100 NORTH		SHIP TO 3400 W. 131st Street		
BOGGSTOWN, IN 46110 -		Carmel, IN 46074-		
		David Huffman (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49852				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each

106th & Keystone Bridge Beam Repairs

\$64,475.00 \$64,475.00  
Sub Total \$64,475.00



Send Invoice To:  
Street Department

3400 W. 131st Street  
Carmel, IN 46074-  
(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

## SHIPPING INSTRUCTIONS

- \*SHIP PREPAID.
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
- AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

## PAYMENT

\$64,475.00

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*David Huffman*

Dave Huffman  
Director

*James C. R.*

TITLE

CLERK-TREASURER

CONTROL NO. 104264





## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Insight Public Sector, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-632.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Fifty Eight Thousand Five Hundred Eighty Dollars and Fifty Four Cents (\$58,580.54) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.



6. **DISCLOSURE AND WARNINGS:**

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. **LIENS:**

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. **DEFAULT:**

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. **INSURANCE AND INDEMNIFICATION:**

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.



10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.



16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City: City of Carmel AND  
Information Systems Department  
31 1<sup>st</sup> Ave NW  
Carmel, Indiana 46032

Douglas C. Haney,  
Corporation Counsel  
Department of Law  
One Civic Square  
Carmel, Indiana 46032

If to Vendor: Insight Public Sector, Inc.  
PO Box 731072  
Dallas, Texas 75373

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.



20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.



27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Insight Public Sector, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Erica Falchetti

Authorized Signature

Erica Falchetti

Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

Sr. Capture Manager

Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 36-3949000

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 9/16/2020

Sue Wolfgang, Clerk

Date: \_\_\_\_\_



**SOLD-TO PARTY** 10765987

CITY OF CARMEL  
ACCOUNTS PAYABLE  
1 CIVIC SQAURE  
CARMEL IN 46032

**SHIP-TO PARTY**

CITY OF CARMEL  
INFORMATION AND COMMUNICATIONS SYST  
TIMOTHY RENICK  
1ST AVE NW  
CARMEL IN 46032

**Quotation**

**Quotation Number** : 222434017  
**Document Date** : 18-JUN-2020  
**PO Number** : 2 SERVER QUOTE  
**PO Release** :  
**Sales Rep** : Melanie Fogt  
**Email** : MELANIE.FOGT@INSIGHT.COM  
**Telephone** : 9374159457

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>868703-B21</u>	HPE ProLiant DL380 Gen10 - rack-mountable - no CPU - 0 GB OPEN MARKET	2	1,213.33	2,426.66
<u>868703-B21#ABA</u>	HPE ProLiant DL380 Gen10 Base - rack-mountable - no CPU - 0 GB OPEN MARKET	2	0.00	0.00
<u>P02501-L21</u>	Intel Xeon Gold 6226 / 2.7 GHz processor OPEN MARKET	2	2,160.51	4,321.02
<u>P02501-B21</u>	Intel Xeon Gold 6226 / 2.7 GHz processor OPEN MARKET	2	2,245.55	4,491.10
<u>P00926-B21</u>	HPE SmartMemory - DDR4 - 64 GB - LRDIMM 288-pin - LRDIMM OPEN MARKET	24	974.68	23,392.32
<u>P19935-B21</u>	HPE Read Intensive - solid state drive - 240 GB - SATA 6Gb/s OPEN MARKET	6	362.70	2,176.20
<u>804405-B21</u>	HPE Smart Array P408e-p SR Gen10 - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 OPEN MARKET	2	556.34	1,112.68
<u>727055-B21</u>	HPE 562SFP+ - network adapter OPEN MARKET	2	333.80	667.60
<u>P01366-B21</u>	HPE 96W Smart Storage - battery - Li-Ion OPEN MARKET	2	64.07	128.14
<u>804331-B21</u>	HPE Smart Array P408i-A SR Gen10 - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 OPEN MARKET	2	298.41	596.82



Material	Material Description	Quantity	Unit Price	Extended Price
<u>727054-B21</u>	HPE 562FLR-SFP+ - network adapter OPEN MARKET	2	260.50	521.00
<u>865414-B21</u>	HPE - power supply - hot-plug / redundant - 800 Watt - 908 VA OPEN MARKET	4	178.02	712.08
<u>AF573A</u>	HPE Jumper Cord - power cable - 6.6 ft OPEN MARKET	4	7.66	30.64
<u>BD505A</u>	HPE Integrated Lights-Out Advanced - License + 3 Years 24x7 Support - 1 server - for ProLiant DL160 Gen10, DL20 Gen9, DL380 Gen10, DL380 Gen10, DL580 Gen9, ML30 Gen9 OPEN MARKET	2	352.54	705.08
<u>P8B31A</u>	HPE OneView without iLO Advanced - License + 3 Years 24x7 Support - 1 server - factory integrated - Linux, Win, OpenVMS Coverage Dates: 18-JUN-2020 - 18-JUN-2023 OPEN MARKET	2	327.74	655.48
<u>733660-B21</u>	HPE Small Form Factor Easy Install Rail Kit rack rail kit - 2U OPEN MARKET	2	38.92	77.84
<u>716195-B21</u>	HPE SAS internal cable - 3.3 ft OPEN MARKET	2	46.61	93.22
<u>H1K92A3</u>	HPE 3Y PROACTIVE CARE 24X7 SVC OPEN MARKET	1	0.00	0.00
<u>H1K92A3#R2M</u>	HPE Proactive Care 24x7 Software Service - Technical support - for HPE Integrated Lights-Out (iLO) Advanced Pack w/3 Years 24x7 Support - phone consulting - 3 years - 24x7 - response time: 2 h Coverage Dates: 18-JUN-2020 - 18-JUN-2023 OPEN MARKET	2	18.09	36.18
<u>H1K92A3#WAH</u>	HPE Proactive Care 24x7 Service - extended service agreement - 3 years - on-site OPEN MARKET	2	2,659.23	5,318.46
<u>H1K92A3#SVP</u>	HPE Proactive Care 24x7 Software Service - Technical support - for HPE OneView w/o iLo - phone consulting - 3 years - 24x7 - response time: 2 h Coverage Dates: 18-JUN-2020 - 18-JUN-2023 OPEN MARKET	2	75.99	151.98

Product Subtotal	42,296.04
Services Subtotal	5,318.46
TAX	0.00
<b>Total</b>	<b>47,614.50</b>

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

**EXHIBIT**  
**A (2 of 5)**



Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt  
9374159457  
MELANIE.FOGT@INSIGHT.COM

Pricing for complete solution valid for 30 days. All Items Non-Returnable

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: [http://www.insight.com/en\\_US/help/terms-of-sale-products-ips.html](http://www.insight.com/en_US/help/terms-of-sale-products-ips.html)

**EXHIBIT  
A (3 of 5)**



**SOLD-TO PARTY** 10765987

CITY OF CARMEL  
ACCOUNTS PAYABLE  
1 CIVIC SQAURE  
CARMEL IN 46032

**SHIP-TO PARTY**

ICS  
CITY OF CARMEL  
MORGAN RINEHART  
31 1ST AVE NW  
CARMEL IN 46032-1715

**Quotation**

Quotation Number : 222616550  
Document Date : 10-AUG-2020  
PO Number : MORGAN- AUG-ARUBA  
PO Release :  
Sales Rep : Melanie Fogt  
Email : MELANIE.FOGT@INSIGHT.COM  
Telephone : 9374159457

**We deliver according to the following terms:**

Payment Terms : Net 30 days  
Ship Via : United Parcel Services/Ground  
Terms of Delivery : FOB DESTINATION  
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>JL003A</u>	HPE Aruba 5406R 44GT PoE+ / 4SFP+ (No PSU) v3 zl2 - switch - 44 ports - managed - rack-mountable  OPEN MARKET	1	4,110.28	4,110.28
<u>J9829A#ABA</u>	HPE Aruba - power supply - 1100 Watt  OPEN MARKET	2	554.82	1,109.64
<u>J9993A</u>	HPE - expansion module  OPEN MARKET	2	2,167.70	4,335.40
<u>J9285D</u>	HPE Aruba Direct Attach Copper Cable - 10GBase direct attach cable - 7 m  OPEN MARKET	16	88.17	1,410.72
Product Subtotal				10,966.04
TAX				0.00
Total				10,966.04

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt  
9374159457  
MELANIE.FOGT@INSIGHT.COM

**EXHIBIT  
A (4 of 5)**



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Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

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**EXHIBIT B**  
**Invoice**

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

Statutory Limits

#### Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

#### Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

#### Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

#### Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

#### Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000



## EXHIBIT D

### AFFIDAVIT

Erica Falchetti, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by  
Insight Public Sector, Inc. (the "Employer")  
in the position of Sr. Capture Manager.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 16th day of September, 2020.

Erica Falchetti

Erica Falchetti (Sep 16, 2020 12:37 PDT)

Printed: Erica Falchetti

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Erica Falchetti

Erica Falchetti (Sep 16, 2020 12:37 PDT)

Printed: Erica Falchetti



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104267

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/8/2020			372300	SAN servers and switch

INSIGHT PUBLIC SECTOR, INC.  
VENDOR PO BOX 731072

DALLAS, TX 75373--1072

ICS  
SHIP TO 31 1st Ave N.W.  
Carmel, IN 46032-  
Timothy Renick (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49661				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

1 Each	HPE Aruba 5406R switch and SAN servers Lease	\$58,580.54	\$58,580.54
		Sub Total	\$58,580.54



Quote No 222434017 and 222616550

Send Invoice To:

ICS  
Timothy Renick  
31 1st Ave N.W.  
Carmel, IN 46032-  
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.  
\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.  
\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL  
\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

## PAYMENT

\$58,580.54

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*Timothy Renick*

Timothy Renick  
Director

*James Crider*

James Crider  
Director of Administration

CONTROL NO. 104267

TITLE  
CONTROLLER



Approved By 



## CHANGE ORDER REQUEST

RFC # \_\_\_\_\_

Date: July 9, 2020  
Services: Pre-Paid Bulky Waste and Bulky Brush & Landscape Waste  
City: Indianapolis, IN  
Contractor: Republic Services of IN, LP



Phone # (317) 917-7321 / (317) 716-4260

Email: [lutzc@republicservices.com](mailto:lutzc@republicservices.com)

Republic Services would like to present to you and the Board of Public Works this Change Order Request to amend the current pre-paid direct to resident's charges for on-call Bulky Waste Large/Heavy items and Bulky Brush & Landscape Waste services. During these uncertain times, Republic Services remains committed to serving the City of Carmel as your trusted waste and recycling service partner. We understand our role as a provider of an essential service during this time and appreciate your permission for consideration.

As a result of COVID-19-related regulations, we have seen significant shifts in solid waste and recycling flow. We are working hard to make sure our customers receive the highest quality customer service and that there are minimal service disruptions during this time, however the surge in residential curbside recycling and waste collections has presented unique challenges. While the full impact of the COVID-19 pandemic remains unclear, these changes in residential volume will necessitate possible adjustments to routes or schedules, and/or additional labor or equipment. To assist in mitigating these risks and costs, need the following adjustments to be effective August 1, 2020:

1. Adjustment to the current Pre-Paid Bulky Waste Large/Heavy Item rate of \$10/item to \$20/item
2. Adjustment to the current Pre-Paid Bulky Brush & Landscape Waste of \$10/pick-up to \$45/pick-up

We are proud to serve this community and provide support for local businesses. We are all in this together, especially during these unprecedented times.

Sincerely,

Craig Lutz  
Manager, Municipal Services





Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_



**ACKNOWLEDGEMENT**

STATE OF INDIANA                    )  
  )  
COUNTY OF \_\_\_\_\_ )       SS:

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

Date: \_\_\_\_\_



**APPROVED**

By Jon Oberlander at 8:19 am, Sep 28, 2020

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Gordon Flesch Company, Inc., (the "Vendor"), as City Contract dated April 4, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_

Gordon Flesch Company, Inc.

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Justin Kline

Printed Name

\_\_\_\_\_  
Regional Director of Sales & Operations  
Title

FID/TIN: 39-0993125

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: 09/24/2020





**GORDON FLESCH®**  
COMPANY, INC.  
BUSINESS TECHNOLOGY. MANAGED.™

## GFC Leasing imageCARE Master Agreement Acceptance Supplement

Master Agreement#: \_\_\_\_\_ Supplement#: \_\_\_\_\_ Term: 48 Commencement Date: \_\_\_\_\_

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and City of Carmel ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date:	Payment and Meter Read Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit: <u>\$0.00</u>
-------------------------	---	---------------------------------

Payment**: \$807.72 **Plus fees, taxes and image charges, if applicable.	Federal ID# 356000972
Comments:	

GFC Leasing Solutions (please check all applicable)			End of Supplement Option:	Tax Exempt
<input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Maintenance* <input type="checkbox"/> Rapid Temperature Kiosk Support Plan	<input type="checkbox"/> Customer Equipment <input type="checkbox"/> Software Equipment, If Applicable: <input checked="" type="checkbox"/> New <input type="checkbox"/> Certified Pre-owned <input type="checkbox"/> Other	<input type="checkbox"/> Fair Market Value <input checked="" type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> Haas (No Purchase)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)	

\*Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.

Install DCA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IT Contact Name: <u>Lisa Motz</u>	Phone: <u>(317) 571-2417</u>	Email: <u>lmotz@carmel.in.gov</u>
Meter Contact:	Name: <u>Lisa Motz</u>	Phone: <u>(317) 571-2417</u>	Email: <u>lmotz@carmel.in.gov</u>
A/P Contact	Name: <u>Lisa Motz</u>	Phone: <u>(317) 571-2417</u>	Email: <u>lmotz@carmel.in.gov</u>

**Automated Clearing House ("ACH") Authorization:** By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I:	I:
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. **Payments and Term.** GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

### 2. Equipment Lease.

A. **Fair Market Value Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. **Dollar Buyout Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this



that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in and to such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. HaaS Option. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. Maintenance. If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. Rapid Temperature Kiosk Support Plan. Your Rapid Temperature Kiosk Support Plan provides unlimited phone support (833-223-3668) from 7:30 AM to 4:30 PM central time. This phone support is available for setup assistance and training. If the Rapid Temperature Kiosk fails as a result of normal usage, help desk support is available. If that step fails to resolve the issue, GFC will provide hot swap replacement of the Kiosk. The Kiosk replacement excludes devices which have been physically or intentionally damaged as well as all peripheral devices such as printers. Advanced features may require additional professional services for configuration.

5. Maintenance Exclusions. Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

6. Additional Maintenance. At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

7. Consumable Supply Variances. Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

8. Meter Readings. At GFC's option, you will provide actual meter readings upon GFC's request, by: (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.



9. **Loss and Damage.** Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

10. **Title.** Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

11. **Software and Support.** GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

12. **End User Agreements.** You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at [www.gflesch.com/terms-and-conditions](http://www.gflesch.com/terms-and-conditions). You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

13. **Location of Equipment.** You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

14. **Personal Property.** You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

15. **Insurance.** During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

16. **Other Documents.** If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

17. **Addendums and Signatures.** All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

GORDON FLESCH COMPANY, INC.,  
d/b/a GFC LEASING

CUSTOMER

City of Carmel

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

By: \_\_\_\_\_  
Authorized Signature

Name/Title: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name/Title: {SIGNAME1} / {SIGTITLE1}  
Print Name

Date: {SIGDATE1}

Witness: \_\_\_\_\_





**CUSTOMER NAME:** City of Carmel **Supplement #:** \_\_\_\_\_

Page 4 of 4 Rev. v3-06/12017

**EXHIBIT  
A (4 of 4)**



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0  
FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104301**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/23/2020			367166	1 year of lease payments for P&Z Copier

GFC LEASING OH

VENDOR PO BOX 2290

Dept of Community Service

SHIP TO  
1 Civic Square  
Carmel, IN 46032-

MADISON, WI 53701 -

PURCHASE ID BLANKET CONTRACT  
50007

PAYMENT TERMS

FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
----------	-----------------	-------------	------------	-----------

Department: 1192 Fund: 101 General Fund

Account: 43-530.04

1 Each

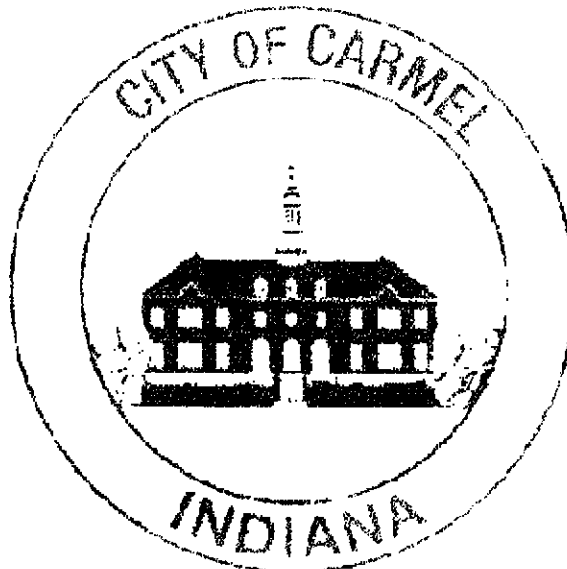
PZ Copier Lease

\$3,230.88

\$3,230.88

Sub Total

\$3,230.88



Send Invoice To:

Dept of Community Service

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT

ACCOUNT

PROJECT

PROJECT ACCOUNT

AMOUNT

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

## PAYMENT

**\$3,230.88**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*MP/Segal*

Mike Hollibaugh  
Director

CONTROL NO. 104301



CrossRoad Engineers, P.C.  
Engineering Department - 2020  
Appropriation # 44--628.71 2016 COIT Bond Fund; P.O. #100698  
Contract Not To Exceed \$50,000.00

**APPROVED**  
By Jon Oberlander at 9:43 am, Sep 28, 2020

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated March 16, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

Sue Wolfgang, Clerk

Date: \_\_\_\_\_



## ATTACHMENT "A"



August 26, 2020

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

Re: Monon – Phase 1, 2, and Midtown Plaza  
Supplemental Construction Inspection Proposal

Dear Jeremy:

Based on our conversations with you, we are hereby requesting this supplemental to the original Monon inspection contract. As you know, this project was to be completed by the end of 2019, but due to several various impacts, the project was not completed substantially until July of 2020. We are continuing to work on punch list items, as built, and a few final pay items and plan to be completed by the end of 2020. We have been able to stretch our original budget through most of this extra work but will run out of funds this month. Therefore, we are requesting this supplemental in order to be able to complete all original final work items and close out tasks for this project.

In summary, we are hereby requesting a supplemental in an amount of \$50,000 for the above described work. Please see the attached breakdown for this fee amount. This work will also include the remaining pervious pavement testing by V3. This supplemental will be locally funded through the 2017 LOIT Bond and/or the 2016 COIT Bond.

If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", is positioned above the printed name and title.

Trent E. Newport, P. E.  
President





**COIT Monon Trail Reconstruction -- Walnut Street to Main Street  
Project No. 16-ENG-22  
Estimated Costs for Supplemental Construction Inspection**

ACTIVITY		DIR	RES PROJ REP	ASST RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Construction/Punch List Completion	12 wks	24	120	0	100	0	0
Complete Final Record*	4 wks	8	40	0	40	0	32
<b>TOTAL HOURS</b>		<b>32</b>	<b>160</b>	<b>0</b>	<b>140</b>	<b>0</b>	<b>32</b>

\* Includes "As-Built" information

The proposed fee for these estimated hours is as follows:

**DIRECT LABOR COSTS --**

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2017)	\$160.00	32	\$5,120.00
Resident Proj. Rep. (2017)	\$125.00	160	\$20,000.00
Project Inspector (2017)	\$105.00	140	\$14,700.00
CADD Technician (2019)	\$90.00	32	\$2,880.00
<b>TOTAL DIRECT LABOR COSTS</b>			<b>\$42,700.00</b>

**DIRECT NON - LABOR COSTS --**

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.52 /mile	
Director	70 miles/wk x 12 weeks	\$436.80
Res. Proj. Rep.	150 miles/wk x 12 weeks	\$936.00
Proj. Inspector	150 miles/wk x 12 weeks	\$936.00
<b>ON-SITE MATERIALS TESTING</b>		
Estimated budget for storm sewer observation (from Williams Creek/V3)		\$5,000.00
<b>TOTAL DIRECT NON-LABOR COSTS</b>		<b>\$7,308.80</b>
<b>TOTAL ESTIMATED COSTS</b>		<b>\$50,008.80</b>
<b>USE</b>		<b>\$50,000.00</b>



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

100698

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
8/31/2017			068025	Project 16-ENG-22, 16-ENG-32; Contract Date 03.16.16

CROSSROAD ENGINEERS, PC  
VENDOR 3417 S SHERMAN DR

City Engineering's Office  
SHIP TO 1 Civic Square  
Carmel, IN 46032-  
Kate Lustig

BEECH GROVE, IN 46107 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
10642				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund 0 COIT Bond Fund

Account: 44-628.71

1 Each	ASA 28a - Monon Boulevard - Phase I and Monon Plaza - Construction Inspection	\$50,000.00	\$50,000.00
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Sub Total \$50,000.00

Account: 94-650.04

1 Each	Monon Boulevard - Phase I and Monon Plaza - Construction Inspection	2,066,500.00	\$2,066,500.00
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Sub Total \$2,066,500.00

Send Invoice To:

Skip Tennancour/Kelly Dean  
5107 Berwick Lane  
Avon, IN 46123  
stennancour@structurepoint.com  
kdean@structurepoint.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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## SHIPPING INSTRUCTIONS

\*SHIP PREPAID  
\*C.O.D. SHIPMENT CANNOT BE ACCEPTED  
\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS  
\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

## PAYMENT

\$2,116,500.00

\*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman  
Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. 100698



CrossRoad Engineers, P.C.  
Engineering Department - 2020  
Appropriation # 44-628.71 2017 LOF Bond Fund, P.O. #104291  
Contract Not To Exceed \$218,700.00

**APPROVED**

By Jon Oberlander at 9:42 am, Sep 28, 2020

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated January 8, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: \_\_\_\_\_

Printed Name

Mary Ann Burke, Member

Title

Date: \_\_\_\_\_

FID/TIN: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





August 19, 2020

Mr. Jeremy Kashman, City Engineer  
City of Carmel  
One Civic Square  
Carmel, IN 46032

Re: 6<sup>th</sup> and Rangeline Roundabout 18-ENG-06  
2017 LOIT Bond Projects  
Fee Proposal for Construction Inspection

Dear Jeremy:

As you requested, we have prepared a fee proposal to provide full-time construction inspection services relative to the above referenced project. This project is scheduled to start construction in October, 2020 with non-closure work to be completed in 2020 and then completion of the entire project in the spring of 2021. The work in the fall of 2020 will also include any utility relocations. All work is expected to be completed by mid-2021.

Below is a listing of individuals we expect to be using on this project:

Trent E. Newport	Director
Lance Stahley	Resident Project Representative
To Be Named	Project Inspectors
To Be Named	Assistant Project Inspectors
To Be Named	CADD Technicians (As Builts)

During both the 2020 construction duration (estimated 5 weeks) and the 2021 construction duration (estimated 9 weeks), we have budgeted 4 hours per week for the Director, 25 hours per week for the Resident Project Representative, 45 hours per week for the Project Inspector, and 45 hours per week for the Assistant Project Inspector. These budgeted hours, with the corresponding billing rates, yield the estimated costs as shown on the attached spreadsheet.

If you should have any questions or need any further information, please do not hesitate to call me at 317-780-1555, ext. 114 or email [tnewport@crossroadengineers.com](mailto:tnewport@crossroadengineers.com).

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", is written over the printed name.

Trent E. Newport, P. E.  
President





**6th and Rangeline Roundabout Project 18-ENG-06**  
**2017 LOIT Bond Projects**  
**Estimated Costs for Construction Inspection**

Item	Unit	Director	Resident Project Representative	Project Inspector	Asst. Project Inspector	CADD Technician
Construction Duration (2020)	5 wks	20	125	225	225	0
Construction Duration (2021)	10 wks	40	250	450	450	0
Complete Final Record*	4 wks	8	80	40	0	4
<b>TOTAL HOURS</b>		<b>68</b>	<b>455</b>	<b>715</b>	<b>675</b>	<b>4</b>

\* Includes "As-Built" information

The proposed fee for these estimated hours is as follows:

**DIRECT LABOR COSTS --**

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2020)	\$160.00	20	\$3,200.00
Director (2021)	\$162.00	48	\$7,776.00
Resident Proj. Rep. (2020)	\$125.00	125	\$15,625.00
Resident Proj. Rep. (2021)	\$127.00	330	\$41,910.00
Project Inspector (2020)	\$105.00	225	\$23,625.00
Project Inspector (2021)	\$107.00	490	\$52,430.00
Asst. Proj. Inspector (2020)	\$85.00	225	\$19,125.00
Asst. Proj. Inspector (2021)	\$87.00	450	\$39,150.00
CADD Technician (2021)	\$90.00	4	\$360.00
<b>TOTAL DIRECT LABOR COSTS</b>			<b>\$203,201.00</b>

**DIRECT NON - LABOR COSTS --**

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.52 /mile	
Director	50 miles/wk x 15 weeks	\$390.00
Resident Proj. Rep.	150 miles/wk x 15 weeks	\$1,170.00
Project Inspector	250 miles/wk x 15 weeks	\$1,950.00
Asst. Proj. Inspector	250 miles/wk x 15 weeks	\$1,950.00

**DESIGN INTENT ASSURANCE**

Estimated Budget for On-Site Material Testing Services \$10,000.00

**TOTAL NON- LABOR COSTS** **\$15,460.00**

**TOTAL ESTIMATED COSTS** **\$218,661.00**

**USE**

\_\_\_\_\_



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104291**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/30/2020			<b>068025</b>	<b>ASA 10 - 18-ENG-06 - 6th Street and Range Line Rd RAB</b>

CROSSROAD ENGINEERS, PC

VENDOR 3417 S SHERMAN DR

City Engineering's Office

SHIP TO  
1 Civic Square  
Carmel, IN 46032-  
Laurie Slick

BEECH GROVE, IN 46107 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
<b>47782</b>				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2017 LOIT Bond Fund

Account: 44-628.71

1 Each

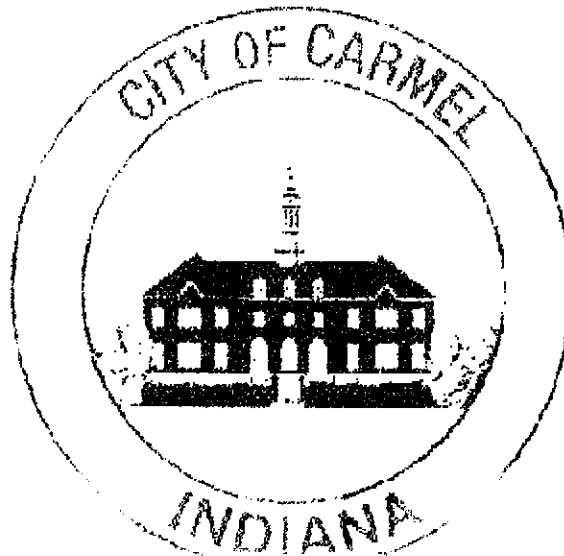
6th Street and Range Line Road RAB - Inspection

**\$218,700.00**

**\$218,700.00**

Sub Total

**\$218,700.00**



Send Invoice To.

Jill Newport  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, IN 46107  
jnewport@crossroadengineers.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$218,700.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman  
Director

TITLE

CONTROLLER

James Crider

James Crider  
Director of Administration

CONTROL NO 104291



**APPROVED**

By Jon Oberlander at 9:41 am, Sep 29, 2020

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and DB Engineering, LLC (the "Professional"), as City Contract dated June 1, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

DB Engineering, LLC

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title

FID/TIN: \_\_\_\_\_

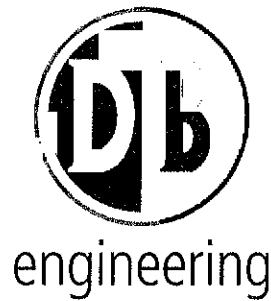
ATTEST:

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_





September 15, 2020

Mr. Jarrod Huff, PE  
Carmel Engineering Department  
One Civic Square  
Carmel, IN 46032

Re: Fee Proposal  
Crooked Stick Lane Drainage Improvements

Dear Mr. Huff,

DB Engineering appreciates the opportunity to present our amendment regarding the additional Professional Engineering Services for the above-referenced project.

**Scope of Work**

DB Engineering understands that the scope of this proposal will be to alleviate the current issue of ponding storm water in and around the property address of **10810 Crooked Stick Lane**. The work shall include project design and plan development for improvements necessary to remedy the current drainage conditions.

Specifically, the scope of work shall include:

1. Review and update the Construction Plans to conform with the current City of Carmel Specifications, Standard Drawings and Pay Items.
2. Review the Construction Plans versus the known utility locations and determine whether there are potential conflicts with the proposed construction.
3. Review and update Quantities and Opinion of Construction Costs.
4. Review and update Recurring and Unique Special Provisions and Specifications.
5. Also included in the manhour justification is time previously spent, but not billed, to prepare a Contract Book and final construction plans but were never advertised or bid.

**EXHIBIT  
A (1 of 3)**



The numbers below are the Average Hourly Billing Rates for the years of 2017-2020 (3% inflation per year used to calculate 2018 through 2020).

AVERAGE HOURLY BILLING RATES				
Classification	2017 Hourly Billing Rate	2018 Hourly Billing Rate	2019 Hourly Billing Rate	2020 Hourly Billing Rate
Senior Project Manager	\$164.00	\$169.00	\$174.00	\$179.00
Engineer I	\$135.00	\$139.00	\$143.00	\$148.00
Engineer II	\$106.00	\$109.00	\$112.00	\$116.00
CADD	\$76.00	\$78.00	\$81.00	\$83.00
Admin	\$63.00	\$65.00	\$67.00	\$69.00

We propose to furnish the services described above for the total fee summarized as follows (manhour justification included as attachment):

**Total Lump Sum Fee** **\$ 5,000**

Should you have any questions or require further information, please feel free to contact me.

Sincerely,

DB ENGINEERING, LLC

Matthew S. Larrabee, P.E.  
Director of Engineering

cc. File

Attachments

<b>EXHIBIT A (2 of 3)</b>
-------------------------------





### Drainage Improvements Design and Plans

Description	Sr. Project Manager	Engineer I	Engineer II	CADD	Admin	TOTAL HOURS
<b>Previous Design Efforts (not advertised or bid - Feb. 2019)</b>						
Finalize Construction Plans	4			8		12
Prepare Contract Book	2					2
<b>Design</b>						
QC/ QA Existing Site Analysis			1			1
QC/ QA Storm Sewer Design	1		2			3
QC/ QA Storm Sewer Report	1		2			3
Utility Verification			2			2
<b>Plans</b>						
QC/ QA Grading and Utility Plans			1	1		2
QC/ QA Demolition and Site Plans			1	1		2
QC/ QA Erosion and Sediment Control Plans			1	1		2
QC/ QA Construction Details Plans			1	2		3
QC/ QA Title and Index				1		1
<b>Design Documents</b>						
Construction Quantities and Opinion of Construction Costs	1		2			3
QC/ QA Recurring and Unique Special Provisions	4					4
<b>TOTAL HOURS</b>	13	0	13	14	0	40
<b>PAY RATE</b>	\$ 179.00	\$ 148.00	\$ 116.00	\$ 83.00	\$ 69.00	
<b>SUBTOTAL</b>	\$ 2,327.00	\$ -	\$ 1,508.00	\$ 1,162.00	\$ -	
<b>TOTAL</b>						\$ 4,997.00

### Other Direct Costs


<b>PROPOSED LUMP SUM FEE</b>	<b>\$ 5,000.00</b>
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# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**100419**

THIS NUMBER MUST APPEAR ON INVOICES, AP  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE		DATE REQUIRED	REQUISITION NO.	VENDOR NO	DESCRIPTION	
5/4/2017				367070	Project 17-SW-09; Contract Date 06.01.16	
VENDOR DB ENGINEERING, LLC			City Engineering's Office			
101 WEST OHIO STREET			SHIP TO 1 Civic Square			
SUITE 1515			Carmel, IN 46032-			
INDIANAPOLIS, IN 46204 -			Kate Lustig			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
15117						
QUANTITY	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2016 Storm Water Bond

Account: 44-828.71

1 Each

ASA 2a - Crooked Stick Drainage Improvements - 17-SW-09

\$5,000.00

\$5,000.00

Sub Total

\$5,000.00

Account: 94-650.04

1 Each

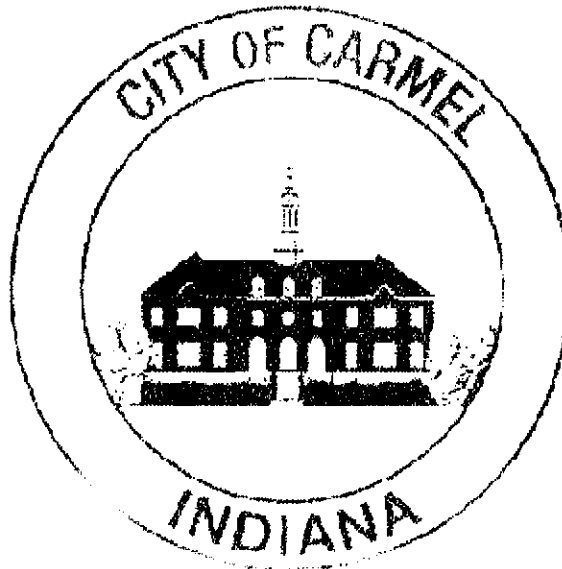
ASA 2 - Crooked Stick Drainage Improvements - Design

\$36,700.00

\$36,700.00

Sub Total

\$36,700.00



Send Invoice To:

Jill Newport  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, IN 46107  
jnewport@crossroadengineers.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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PAYMENT

\$41,700.00

\*AP VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

Jeremy Kashman  
Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO. 100419



## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Converus, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 101 43-509.00 and 102 44-670.99 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Five Thousand Six Hundred Fifty Dollars (\$5,650.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. **TIME AND PERFORMANCE:**

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.



6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property. Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.



10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement



16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:           City of Carmel  
                            Fire Department  
                            Two Civic Square  
                            Carmel, Indiana 46032

**AND**

Douglas C. Haney,  
Corporation Counsel  
Department of Law  
One Civic Square  
Carmel, Indiana 46032

If to Vendor:       Converus, Inc.  
                            610 South 850 East  
                            Suite #4  
                            Lehi, Utah 84043

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.



20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.



27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Converus, Inc.

by and through its Board of Public  
Works and Safety

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

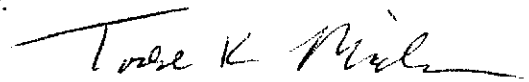
Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

By:



Authorized Signature

Todd K. Mickelsen

Printed Name

CEO

Title

FID/TIN: 37-1717727

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: September 28, 2020





September 16, 2020

Deputy Chief Mark Gugel  
Carmel Fire Department  
2 Civic Square  
Carmel, IN 46032

Dear Deputy Chief Gugel,

Thanks for your consideration of using EyeDetect®. It is the only solution in the world to measure deception based on eye behavior. A world-renowned science team developed the technology in 2003 at the University of Utah. The team is led by Dr. John Kircher. He and Dr. David Raskin co-invented the first computerized polygraph in 1991.

### **Pricing Proposal**

EyeDetect is sold and licensed under a pricing model that includes equipment + test licenses. You would purchase an EyeDetect Station and test licenses for processing and scoring tests. EyeDetect supports single-issue diagnostic tests and multi-issue screening tests. Tests can be designed for your specific requirements. Once you are certified in test creation, you can design and create your own tests.

A summary of the pricing for the EyeDetect Station, software, test licenses, and training follows:

#### EyeDetect Station

Each EyeDetect Station has a one-time cost of US\$4,800 and consists of a Dell Latitude 3400 laptop with stand, optical scanner, mouse, chinrest, headphones and a carrying case. The station can be shipped to you. Shipping cost is \$50 within the continental U.S.

One EyeDetect Station can be used to administer a screening test about every 30 minutes and a diagnostic test every 15 minutes. Test results are ready in less than 5 minutes after test completion.

#### EyeDetect Software

The following software is provided at no cost and is used to administer and score EyeDetect tests and to view and analyze test results. There is no fee for future updates or software upgrades.

- **EyeDetect Software** (computer-based) – software used for test administration; it is pre-installed on the EyeDetect Station. Eye measurements and test responses are temporarily stored on the Station and, when synchronized with the web server, test and eye data are uploaded for scoring.
- **EyeDetect Admin** (computer-based) - software used to configure the Station to record tests and data for specific accounts (sub accounts); it is pre-installed on the EyeDetect Station.
- **EyeDetect Manager** (computer-based) – software used by a test administrator to monitor up to three EyeDetect Stations running tests simultaneously; can be installed on any Windows device.
- **Dashboard** (web-based) – a web-based dashboard to see and review test results, to run reports and to manage test licenses, users, and sub accounts.
- **EyeDetect Test Editor** – a web-based application in the Dashboard for customers who are certified on test creation that allows test editing and creation.

<b>EXHIBIT A (1 of 3)</b>
-------------------------------





### EyeDetect Test Licenses

A test license is needed for each EyeDetect test to be scored, regardless of the test type – screening or diagnostic. Demo tests are free.

Option 1 - Term License: At the end of the 12-month term, any unused licenses expire. If the maximum number is reached before the end of the term, the subscription can be renewed early. The following are the packages and pricing offered:

<b>EyeDetect Subscription Packages</b>	<b>Test License Quantity</b>	<b>Retail (MSRP) List Price</b>	<b>Price per Test</b>
<b>Personal Edition</b>	Up to 75	\$4,500	\$60.00
<b>Small Office Edition</b>	Up to 150	\$8,550	\$57.00
<b>Office Edition</b>	Up to 250	\$13,500	\$54.00
<b>Department Edition</b>	Up to 500	\$25,500	\$51.00
<b>Region Edition</b>	Up to 1,000	\$48,000	\$48.00
<b>Corporate Edition</b>	Up to 1,500	\$62,000	\$41.33
<b>Enterprise Edition</b>	Up to 2,000	\$68,000	\$34.00

Option 2 – Perpetual License: Standard test licenses that do not expire. These are available until used, when a test is scored:

<b>EyeDetect Standard, Non-Expiring Test Licenses</b>	<b>Price per Test License (MSRP)</b>
<b>Quantity of 10 – 999</b>	\$80.00
<b>Quantity of 1,000 – 4,900</b>	\$77.00
<b>Quantity of 5,000+</b>	\$74.00

### EyeDetect Training & Certification

Training can be conducted onsite at your facility, attended at our facility, or taken by video. Three days is recommended. Standard training is required to operate the equipment.

- Standard/Basic Training (videos, user guide and practical exercises)
  - Test Proctor - 3 hours - free
  - Dashboard Administrator - 3 hours - free
  - Test Writing - 3 hours per class – free
  - Certification available. Tests are taken online



### **Summary**

The following pricing summarizes what we discussed:

<b>Starter Package</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
EyeDetect Station version 4	1	\$4,800	\$4,800
Perpetual Licenses	10	\$80	\$800
Shipping	1	\$50	\$50
Training/Certification	N/A	\$0	\$0
			<b>\$5,650</b>

Pricing is valid until Oct 16, 2020. Standard payment terms are Net 30. Taxes not included.

It is our sincere desire to work with you on a successful EyeDetect implementation. Please kindly advise us of any questions.

Sincerely,



Adam Johnson  
U.S. Account Manager



## EXHIBIT B Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

#### Statutory Limits

#### Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

#### Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

#### Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

#### Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

#### Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000



## EXHIBIT D

### AFFIDAVIT

Todd K. Mickelsen, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by  
Converus, Inc. (the "Employer")  
  
in the position of CEO & President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28 day of September, 2020.



Printed: Todd K. Mickelsen

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.



Printed: Todd K. Mickelsen



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104310

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/28/2020			375179	Eye Detection Tests - Applicants

**CONVERUS INC**  
**VENDOR 610 SOUTH 850 EAST**  
**SUITE #4**  
**LEHI, UT 84043 -**

**Carmel Fire Department**  
**SHIP 2 Civic Square**  
**TO Carmel, IN 46032-**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
50056				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-509.00

10 Each	Perpetual Licenses	\$80.00	\$800.00
1 Each	Training Certification	\$0.00	\$0.00
Sub Total			\$800.00

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-670.99

1 Each	Eye Detect Station Version 4	\$4,800.00	\$4,800.00
1 Each	Shipping	\$50.00	\$50.00
Sub Total			\$4,850.00

Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

## PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

### SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194

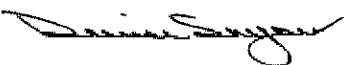
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

### PAYMENT

\$5,650.00

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.



Denise Snyder

Accreditation/Budget Administrator



James Crider

Director of Administration

CONTROL NO. 104310

CONTROLLER



## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and CXTEC, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-632.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Sixty Three Thousand Three Hundred Eighty Four Dollars and Seventy Six Cents (\$63,384.76) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**  
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.



6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property. Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.



10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement



16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Information Systems Department 31 1 <sup>st</sup> Avenue NW Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: CXTEC, Inc.  
PO Box 5211  
Dept 116003  
Binghamton, New York 13902

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.



20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.



27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

CXTEC, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Mary Ann Burke, Member

Date: \_\_\_\_\_

Printed Name

Lori S. Watson, Member

Date: \_\_\_\_\_

Title

FID/TIN: \_\_\_\_\_

ATTEST:

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





ATLANTIX  
Global

CABLEExpress

DIVISIONS OF CXTEC

Quote# 11165767  
Expires: 07/16/2020

Prepared By: Bob Hampsey  
315-883-3841  
bob.hampsey@cablexpress.com

Requested By:	Ship To:	Bill To:
City of Carmel Timothy Renick Fax:	Timothy Renick 2 Civic Square Carmel, IN 46032 United States	Accounts Payable 2 Civic Square Carmel, IN 46032 United States

**Notes:** Server Backup That Can Handle 2019 Server/Storage .

Timothy,

Per Jon -

Because of the number of PCI-E slots that we needed to build this config out, we wound up having to go back to the DL380 G10 2U Chassis to get enough slots for this config.

This is all new, not equal2new or refurbished and has 3 years of HPE 24x7x4hr warranty included in this package.

Description:

NEW DL380 Gen10 2U Rackmount Server, SFF \*\*  
2x Silver 4116 2.1GHz 12-Core Processors \*\*  
64GB RAM (4 x 16GB DIMMs) \*\*  
2x HPE 240GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Qty Digitally Signed Firmware SSDs \*\*  
P408i-a/2GB RAID controller with Smart Storage Battery \*\*  
HPE 1Gb Ethernet 4-Port 331i Adapter \*\*  
1x HPE Smart Array E208e-p SR Gen10 (8 External Lanes/No Cache) 12G SAS PCIe Plug-in Controller \*\*  
2x HPE Ethernet 10Gb 2-port 562SFP+ Adapter (No transceivers) \*\*  
4x 3m Twinax 10GB Cables \*\*  
Dual 500W power supplies \*\*  
Ilo advanced license \*\*  
Rails/Bezel \*\*  
HPE 24x7x4hr , 3yr Foundation Care Carepack (H8QP7E) \*\*

QTY	CX Part No.	: NEW DL380 GEN10 2U RACK MOUNT SERVER, SSF Description	Unit Price	Ext Price
-----	-------------	--	------------	-----------

CXtec  
5404 South Bay Road  
  
Syracuse NY 13212-3801  
www.cxtec.com  
www.cablexpress.com

**EXHIBIT**  
**A (1 of 5)**

North American Offices: 315.476.3000  
North American Fax: 315.455.1800  
International Offices: 011.315.476.3100  
International Fax: 011.315.455.1800



1	SPECIAL_SERVER_SA N	SPECIAL_SERVER_SAN NEW DL380 GEN10 2U RACK MOUNT SERVER , SSF NEW DL380 Gen10 2U Rackmount Server, SFF 2x Silver 4116 2.1GHz 12-Core Processors 64GB RAM (4 x 16GB DIMMs) 2x HPE 240GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Qty Digitally Signed Firmware SSDs P408i-a/2GB RAID controller with Smart Storage Battery HPE 1Gb Ethernet 4-Port 331i Adapter 1x HPE Smart Array E208e-p SR Gen10 (8 External Lanes/No Cache) 12G SAS PCIe Plug-in Controller 2x HPE Ethernet 10Gb 2-port 562SFP+ Adapter (No transceivers) 4x 3m Twinax 10GB Cables Dual 500W power supplies Ilo advanced license Rails/Bezel HPE 24x7x4hr , 3yr Foundation Care Carepack (H8QP7E)	\$9,869.00	\$9,869.00
---	------------------------	--	------------	------------

: NEW DL380 GEN10 2U RACK MOUNT SERVER, SSF Subtotal	\$9,869.00
--	------------

**Payment Terms: 30 Days**

Combined Subtotals	\$9,869.00
--------------------	------------

Freight	\$94.97
---------	---------

Tax	\$0.00
-----	--------

<b>TOTAL PURCHASE PRICE</b> (Purchase Order Must Be For This Amount)	<b>\$9,963.97</b>
---	-------------------

**Shipping Information**

Priority GROUND

Carrier UPS

**Terms** Prepaid & Add

**FOB** Origin/Shipping

**MAKE YOUR  
VOICE  
HEARD!**

Save money on a  
wide variety of equal2new®  
phones and voice hardware.



**FORGET CABLES?**  
**50% OFF**  
STOCK LENGTH CAT5E, CAT6, OR  
PREMISE GRADE FIBER JUMPERS  
TE.

**UP TO 90% OFF LIST**



**Certified Pre-owned  
Networking & Voice Hardware**

**Terms & Conditions**

Shipping Information: To accommodate your shipping preferences, CXtec will make every effort to bill your freight carrier account directly. Sometimes we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, CXtec will ensure that the product is shipped to you in the most economical way and will inform you of any associated costs subject to additional billing.

Freight charges are prepaid & add, Syracuse, NY.

Warranty Information: equal2new® Products carry a lifetime warranty on parts and labor to the original End User purchaser.

CABLExpress® products carry a limited lifetime warranty on parts and labor to the original End User purchaser.

New Equipment and Premise Wiring Product: CXtec warrants that any item will be in compliance with the original manufacturer's warranty from the date of shipment.

Alteration, abuse or misuse voids all warranties. Some products may have extended warranties available or may have warranties exceeding the standards listed.

Return Information: All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to CXtec. Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

CXtec  
5404 South Bay Road  
  
Syracuse NY 13212-3801  
www.cxtec.com  
www.cablexpress.com

**EXHIBIT  
A (2 of 5)**

North American Offices:	315.476.3000
North American Fax:	315.455.1800
International Offices:	011.315.476.3100
International Fax:	011.315.455.1800



Payment Information: CXtec standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under \$50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

Billing Information: CXtec utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

Confidentiality Notice: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

All orders subject to Terms and Conditions located at <http://www.cxtec.com/cxtecterms>.

Exempt from sales tax? If so, please forward a copy of your company's sales tax exemption forms when placing your order, to avoid being charged sales tax.

Customer Signature for Quote 11165767	Date	Purchase Order Number
---------------------------------------	------	-----------------------

The person signing above is authorized to approve this purchase.  
All amounts are in US Dollars.  
equal2new prices and product availability are subject to market fluctuations. Prices on new items are subject to manufacturer price variations.





ATLANTIX  
Global

CABLExpress

DIVISIONS OF CXTEC

Quote# 11176160  
Expires: 09/12/2020

Prepared By: Bob Hampsey  
315-883-3841  
bob.hampsey@cablexpress.com

Requested By:	Ship To:	Bill To:
City of Carmel Timothy Renick Fax:	Timothy Renick 2 Civic Square Carmel, IN 46032 United States	Timothy Renick 2 Civic Square Carmel, IN 46032 United States

Notes: Storage Project #2, 200TB useable in RAID 6

Description:

\*4 x HP D3710 25x 2.5 SFF Enclosure

\*96 x HPE 2.4TB SAS 12G Enterprise 10K (2.5in) SFF Hard Drives

\*HPE Smart Array E208e-p SR Gen10 (8 External Lanes/No Cache) 12G SAS PCIe Plug-in Controller

\*4x HPE External 1.0m (3ft) Mini-SAS HD 4x to Mini-SAS HD 4x Cable

\*HPE Foundation Care 24x7 Service - Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h

\*Weight: 225lbs

Qty	Ex Part No.	Description	Unit Price	Ext Price
1	SPECIAL_SERVER_SAN N	SPECIAL_SERVER_SAN 200TB useable in RAID 6 Quote #: BH07012004  Weight:225lbs  Description: *4 x HP D3710 25x 2.5 SFF Enclosure *96 x HPE 2.4TB SAS 12G Enterprise 10K (2.5in) SFF Hard Drives *HPE Smart Array E208e-p SR Gen10 (8 External Lanes/No Cache) 12G SAS PCIe Plug-in Controller *4x HPE External 1.0m (3ft) Mini-SAS HD 4x to Mini-SAS HD 4x Cable *HPE Foundation Care 24x7 Service - Extended service agreement - parts and labor - 3 years - on-site - 24x7 - response time: 4 h	\$52,975.00	\$52,975.00
Subtotal				\$52,975.00
Payment Terms: 30 Days				
Combined Subtotals				\$52,975.00
Freight				\$445.79
Tax				\$0.00
TOTAL PURCHASE PRICE				\$53,420.79
(Purchase Order Must Be For This Amount)				

Shipping Information

Priority GROUND

Terms Prepaid & Add

CXtec  
5404 South Bay Road  
  
Syracuse NY 13212-3801  
www.cxtec.com  
www.cablexpress.com

EXHIBIT  
A (4 of 5)

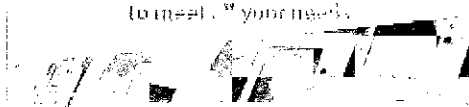
North American Offices: 315.476.3000  
North American Fax: 315.455.1800  
International Offices: 011.315.476.3100  
International Fax: 011.315.455.1800



Carrier UPS


FOB Origin/Shipping

**Voice Products**  
to meet "your needs"




Save money on a wide variety of  
equal2new® phones and voice hardware

**Don't Forget the Cables**



Stock Length CAT5E, CAT6 or  
Premise Grade Fiber Jumpers  
WE CAN EASILY ADD THEM TO THIS QUOTE

**equal2new**



Up to 50% off list prices  
Certified pre-owned network, server,  
storage, and voice equipment

#### Terms & Conditions

**Shipping Information:** To accommodate your shipping preferences, CXtec will make every effort to bill your freight carrier account directly. Sometimes we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, CXtec will ensure that the product is shipped to you in the most economical way and will inform you of any associated costs subject to additional billing.

Freight charges are prepaid & add, Syracuse, NY.

**Warranty Information:** equal2new® Products carry a lifetime warranty on parts and labor to the original End User purchaser.

CABLExpress® products carry a limited lifetime warranty on parts and labor to the original End User purchaser.

**New Equipment and Premise Wiring Product:** CXtec warrants that any item will be in compliance with the original manufacturer's warranty from the date of shipment.

Alteration, abuse or misuse voids all warranties. Some products may have extended warranties available or may have warranties exceeding the standards listed.

**Return Information:** All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to CXtec. Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

**Payment Information:** CXtec standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under \$50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

**Billing Information:** CXtec utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

**Confidentiality Notice:** This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

All orders subject to Terms and Conditions located at <http://www.cxtec.com/cxtecterms>.

Exempt from sales tax? If so, please forward a copy of your company's sales tax exemption forms when placing your order, to avoid being charged sales tax.

Customer Signature for Quote 11176160

Date

Purchase Order Number

The person signing above is authorized to approve this purchase.

All amounts are in US Dollars.

equal2new prices and product availability are subject to market fluctuations. Prices on new items are subject to manufacturer price variations.

CXtec  
5404 South Bay Road  
  
Syracuse NY 13212-3801  
[www.cxtec.com](http://www.cxtec.com)  
[www.cablexpress.com](http://www.cablexpress.com)

**EXHIBIT**  
**A (5 of 5)**

North American Offices:  
North American Fax:  
International Offices:  
International Fax:

315.476.3000  
315.455.1800  
011.315.476.3100  
011.315.455.1800



## EXHIBIT B Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

#### Statutory Limits

#### Employer's Liability:

Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

#### Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

#### Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

#### Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

#### Umbrella Excess Liability

Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000



## EXHIBIT D

### AFFIDAVIT

Tawney Crystal, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Cxtec Inc. (the "Employer")  
in the position of VP of Human Resources.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29<sup>th</sup> day of September, 2020.

Tawney Crystal  
Printed: Tawney Crystal

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Tawney Crystal  
Printed: Tawney Crystal



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104266

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
9/8/2020			366515	Veeam Server and storage Lease

**CXTEC INC**  
**VENDOR PO BOX 5211**  
**DEPT 116003**  
**BINGHAMTON, NY 13902-5211**

**ICS**  
**SHIP TO 31 1st Ave N.W.**  
**Carmel, IN 46032-**  
**Timothy Renick (317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
49659				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

1 Each	Server DL380 Gen10 Rack mount server	\$9,869.00	\$9,869.00
1 Each	Shipping	\$540.76	\$540.76
1 Each	Storage SAN server	\$52,975.00	\$52,975.00
	Sub Total		\$63,384.76

Send Invoice To:

**ICS**  
**Timothy Renick**  
**31 1st Ave N.W.**  
**Carmel, IN 46032-**  
**(317) 571-2576**

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.  
\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.  
\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS  
\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$63,384.76**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Timothy Renick  
Director

TITLE

CONTROLLER

CONTROL NO. 104266

James Crider  
Director of Administration



**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY  
PROJECT COORDINATION CONTRACT**

**EDS #: A249-21-L200181**

**Des. No.: 1901894**

**CFDA No.: 20.205**

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Carmel**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Greenfield District  
32 South Broadway  
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Carmel  
One Civic Square  
Carmel, IN 46032



## **RECITALS**

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

**SECTION II LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2023 and June 30, 2024**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.



- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

## **SECTION VI**      **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.



For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**D. Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

**E. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**F. Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.



2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
  - (1) The LPA and any principals of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
      - ii. IC §24-5-12 [Telephone Solicitations]; or
      - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.



**G. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**II. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**I. Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)



working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;



5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

**K. Employment Eligibility Verification.**

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- N. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.



- O. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- P. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**Q. Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant



shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.



- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
  - 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;



2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
  3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**The remainder of this page is intentionally left blank.**



**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**LPA: City of Carmel**

**STATE OF INDIANA  
Department of Transportation**

\_\_\_\_\_  
Print or type name and title

**Executed by:**

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Joseph McGuinness, Commissioner (FOR)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title

**Department of Administration**

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title

\_\_\_\_\_  
Signature and date

**State Budget Agency**

**LPA DUNS # 081033320**

\_\_\_\_\_  
Zachary Q. Jackson, Director

Attest

Date: \_\_\_\_\_

\_\_\_\_\_  
Auditor or Clerk Treasurer Signature and Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: \_\_\_\_\_

This instrument prepared by:

Cassandra Hudson  
09/30/2020



**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Des. No.: **1901894**

Program: **Group 1 - CMAQ**

Type of Project: **Intersection Improvement, Roundabout**

Location: **96th Street and College Avenue - roundabout**

A general scope/description of the Project is as follows:

**96th Street and College Avenue - roundabout.** This project will eliminate a signalized intersection at 96th Street and College Avenue by constructing a roundabout in its place.



## **ATTACHMENT B**

### **LPA'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
  - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
    1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
    2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.



7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or
  - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.



12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.F.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
  - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
    1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
    2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
    3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
  - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
    1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
    2. INDOT may elect to pay its obligations under the provisions of the construction contract.
    3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.



4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.



## **ATTACHMENT C**

### **INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
3. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.



## ATTACHMENT D

## PROJECT FUNDS

## I. Project Costs.

A. This contract is just for the one (1) phase checked below:

<u>          </u>	Preliminary Engineering or
<u>          </u>	Right-of-Way or
<u>  <b>X</b>  </u>	Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **Group 1** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80 %** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **09/30/2020**, the maximum amount according to the TIP dated **09/10/2020** is **\$ 2,115,000.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay        % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$       .
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:



- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

## **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY  
PROJECT COORDINATION CONTRACT**

**EDS #: A249-21-L200182**

**Des. No.: 1901895**

**CFDA No.: 20.205**

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Carmel, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Greenfield District  
32 South Broadway  
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Carmel  
One Civic Square  
Carmel, IN 46032



### **RECITALS**

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

**SECTION II LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2023 and June 30, 2024**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.



- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

## **SECTION VI**      **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.



For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**D. Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

**E. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**F. Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.



2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
  - (1) The LPA and any principals of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
      - ii. IC §24-5-12 [Telephone Solicitations]; or
      - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.



**G. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**H. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**I. Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)



working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;



5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

**K. Employment Eligibility Verification.**

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- N. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.



- O. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- P. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**Q. Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant



shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.



- d. **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
  - 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;



2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- U. **Severability**. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- V. **Status of Claims**. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**The remainder of this page is intentionally left blank.**



**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**LPA: City of Carmel****STATE OF INDIANA  
Department of Transportation**\_\_\_\_\_  
Print or type name and title**Executed by:**\_\_\_\_\_  
Signature and date\_\_\_\_\_  
Joseph McGuinness, Commissioner (FOR)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title**Department of Administration**\_\_\_\_\_  
Signature and date\_\_\_\_\_  
Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title\_\_\_\_\_  
Signature and date**State Budget Agency****LPA DUNS #** 087033320\_\_\_\_\_  
Zachary Q. Jackson, Director

Attest

Date: \_\_\_\_\_

\_\_\_\_\_  
Auditor or Clerk Treasurer Signature and Date**Approved as to Form and Legality:**\_\_\_\_\_  
Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: \_\_\_\_\_

This instrument prepared by:

Cassandra Hudson  
09/30/2020



**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Des. No.: **1901895**

Program: **Group 1 - CMAQ**

Type of Project: **Intersection Improvement, Roundabout**

Location: **106th Street and Westfield Boulevard - roundabout**

A general scope/description of the Project is as follows:

**106th Street and Westfield Boulevard - roundabout.** This project will eliminate a signalized intersection at 106th Street and Westfield Boulevard by constructing a dual-lane roundabout in its place.



## **ATTACHMENT B**

### **LPA'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. **REQUIREMENTS FOR ADDITIONAL CONTRACTS**
  - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
    1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
    2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.



7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or
  - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.



12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.F.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
  - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
    1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
    2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
    3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
  - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
    1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
    2. INDOT may elect to pay its obligations under the provisions of the construction contract.
    3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.



4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.



## **ATTACHMENT C**

### **INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
3. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.



## ATTACHMENT D

## PROJECT FUNDS

## I. Project Costs.

A. This contract is just for the one (1) phase checked below:

☐ Preliminary Engineering or  
☐ Right-of-Way or  
☒ Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **Group 1** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80 % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, 09/30/2020, the maximum amount according to the TIP dated 09/10/2020 is \$2,437,001.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay \_\_\_\_\_% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$\_\_\_\_\_.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:



- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

## **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



# **UTILITY REIMBURSEMENT AGREEMENT**

**Multi-Use/Non-road Improvement Project - Actual Cost**

**City of Carmel – 126<sup>th</sup> Street MU Path**

***(Revised 2-27-20)***

THIS UTILITY REIMBURSEMENT AGREEMENT (the “Agreement”), is made and entered into this 28th day of July, 2020 (the “Effective Date”), by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company (“DEI”), and the **City of Carmel, Indiana** (“Carmel”). Hereinafter, DEI and Carmel may be individually referred to as a “Party” and collectively as the “Parties.”

## **WITNESSETH:**

**WHEREAS**, Carmel and DEI entered into that certain Provisional Utility Relocation Cost Payment Agreement (“PURCPA”), effective as of April 15th, 2020, a copy of which is attached hereto and incorporated herein as “Exhibit C”, pursuant to which the Parties reached a provisional agreement relating to the allocation of costs for relocating certain electric facilities for multi-use improvement projects and/or from above ground to underground facilities with respect to those Projects defined in the PURCPA; and.

**WHEREAS**, DEI has constructed and now operates and maintains certain facilities upon, in or along **126<sup>th</sup> Street (between Keystone Pkwy and Hazel Dell Pkwy)** in **Hamilton County, Carmel** all of which are more particularly depicted or described on the attached “Exhibit A” (hereinafter referred to as “the Utility Facilities”); and

**WHEREAS**, Carmel has requested that DEI relocate the Utility Facilities to another position owned or acquired by Carmel, as depicted or described on “Exhibit A” (the “Relocation Area”); and

**WHEREAS**, the Parties have determined that the Relocation Area is suitable, and DEI is willing to relocate the Utility Facilities to the Relocation Area; provided that Carmel reimburses DEI for the actual costs incurred by DEI to relocate the Utility Facilities as set forth in the PURCPA and referred to therein as “Disputed Costs”; and



**WHEREAS**, Carmel is willing to reimburse DEI for such present and future costs in accordance with the terms of the PURCPA incorporated herein;

**NOW, THEREFORE**, for and in consideration of the mutual promises from, to and between DEI and Carmel, hereinafter contained, DEI and Carmel do hereby agree to and with each other, as follows:

**SECTION I.** DEI will relocate the Utility Facilities to said Relocation Area in a manner, as depicted or described on "Exhibit A" (hereinafter referred to as "the Project"). The preliminary estimated Disputed Costs for the Project is as follows **\$30,211.93** (the "Estimated Disputed Cost") as shown on the attached "Exhibit B".

**SECTION II.** Subject to the terms and conditions specified in Sections II of the PURCPA, Carmel shall reimburse DEI for the actual costs incurred by DEI to perform the Project in accordance with the following schedule: (i) after the execution of this Agreement DEI shall invoice Carmel for and Carmel shall pay DEI, in advance, fifty percent (50%) of the Estimated Disputed Costs within thirty (30) days after the Effective Date of this Agreement; (ii) the remaining 50% of the Estimated (or if complete, the Final) Disputed Costs shall be due and payable as set forth in the PURCPA, within one hundred and eighty (180) days after Carmel has received written notice from DEI in the form of an invoice that DEI has Commenced Work; and (iii) upon completion of the Project (a) If the actual costs incurred by DEI to perform the Project exceed the Estimated Disputed Costs, Carmel shall pay the additional amount due in accordance with Section II. (I) of the PURCPA. All invoices shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by Carmel to support such invoice.

**SECTION III.** DEI shall not start the Project until the following has occurred:  
(a) written notice has been given to DEI by Carmel that (i) the Project has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way



has been acquired for the Project, (b) Carmel has denoted the public road right of way line in the area of the Project, by staked survey at not more than 100-foot intervals with station markings, (c) Carmel has trimmed/removed all vegetation away from the public road right of way in the area of the Project, as reasonably determined by DEI, and (d) Carmel and DEI have executed this Agreement.

**SECTION IV.** DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**SECTION V.** DEI shall indemnify and hold harmless Carmel from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Project (hereafter "Claim"); provided, however, that where Carmel is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless Carmel.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.



**DUKE ENERGY INDIANA, LLC**

*Cynthia A. Rowland*

Signature

Sr. Engineering Technologist

Title

July 28, 2020

Date



Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2020 By:

**CITY OF CARMEL, INDIANA**

By and through its Board of Public Works and Safety  
BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_







**CU Estimate**  
**Job Cost Summary**  
**Sorted by: Site, Employee Name**

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<b>Estimate Request:</b>	5818758	INDOT Des 1401703 126th Street Multiuse Path@SUBMIT_FOR_ESTIMATE@ @SUBMIT_FOR_ESTIMATE@1	<b>Request Type:</b>	JOB
<b>Work Site:</b>	TD-IN			
<b>Master WO:</b>	36944938	INDOT Des 1401703 126th Street Multiuse Path		
<b>Estimate Version:</b>	5	INDOT Des 1401703 126th Street Multiuse Path@SUBMIT_FOR_ESTIMATE@ @SUBMIT_FOR_ESTIMATE@1	<b>Estimate Type:</b>	INPROG
<b>Estimated On:</b>	06/10/2020	<b>At:</b>	01:02:53 PM	<b>By:</b> MAXADMIN

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# CU Estimate

## Job Cost Summary

Sorted by: Site, Employee Name

		Internal	External	Total
<b>Labor Hours</b>				
	Labor Hours - On Site:	147.74		147.74
	Labor Hours - Off Site:	0	0	0
	<b>Total Labor Hours:</b>	<b>147.74</b>	<b>0</b>	<b>147.74</b>
<b>Costs</b>				
	Labor Cost:	14324.83	0	14324.83
	Services Cost:		1440	1440
	Tools Cost:	0	0	0
	<b>Total Labor, Services, &amp; Tools Cost:</b>	<b>14324.83</b>	<b>1440</b>	<b>15764.83</b>
	New Material Cost:	2971.87	0	2971.87
	Less Salvage:	0		0
	<b>Total Material Cost:</b>	<b>2971.87</b>	<b>0</b>	<b>2971.87</b>
	Total Overheads:			7281.38
	Total Gross Cost:			26018.08
	Less Applied Contributions:			0
	Total Net Cost:			26018.08
	<b>Plus CIAC Tax:</b>	<b>4193.85</b>		4193.85
	<b>Total Estimated Cost:</b>			<b>30211.93</b>

Show Report Criteria



## **PROVISIONAL UTILITY RELOCATION COST PAYMENT AGREEMENT**

This Provisional Utility Relocation Cost Payment Agreement (“PURCPA”) is entered by and between the City of Carmel, Indiana (“Carmel”) and Duke Energy Indiana, LLC (“DEI”), (collectively the “Parties”), and is effective on and after the due date of its execution by the last Party to sign the PURCPA.

**WHEREAS**, the Parties disagree about the relationship between and the application of certain provisions of Carmel City Code, Indiana Code § 8-1-2-101 *et. seq.*, and DEI’s General Electric Tariff, General Terms and Conditions, including Section 9, as those may relate to the responsibility for costs associated with relocating certain DEI facilities to accommodate the Carmel Projects defined below; and

**WHEREAS**, assuming a safe, reasonable alternate location, DEI recognizes its obligation to pay for and relocate DEI facilities presently in Carmel public road Right of Way (“ROW”) on a like-for-like basis, if Carmel requests the relocation for a Carmel road improvement project (“Road Improvement Projects”); and

**WHEREAS**, DEI contends that under applicable state law and regulations and in moving facilities for Carmel Road Improvement Projects, it is only obligated to pay to relocate above-ground facilities to above-ground facilities and that Carmel is responsible for any cost differential to relocate DEI facilities from above-ground facilities to underground facilities; and

**WHEREAS**, Carmel contends that DEI must abide by applicable laws including state laws and statutes and Carmel ordinances and regulations and pay the cost differential in moving above-ground facilities to underground facilities for Road Improvement Projects where such state laws and statutes and Carmel ordinances and regulations provide for underground relocation; and



**WHEREAS**, the Parties dispute whether DEI is obligated to pay anything to relocate DEI facilities in Carmel-owned ROWs at Carmel's request, for multi-use projects and non-road improvement projects (collectively "Multi-Use Projects"); and

**WHEREAS**, the Parties wish to move forward on the Carmel Projects on the terms set forth herein and to defer resolution of their issues to a later time;

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING** and for other valuable consideration, the receipt and sufficiency of which is acknowledged by each of them, the Parties agree as follows:

#### **SECTION 1: CARMEL PROJECTS DEFINED**

This PURCPA applies to the listed projects in this Section ("Carmel Projects"), which list may be amended from time to time by letter agreement signed by both Parties. The Parties agree that while each project is separate and distinct, the projects can generally be classified as follows:

- A. Road Improvement Projects that involve a cost differential to move DEI facilities from above-ground to underground:
  - 1. Guilford Road Improvement Project – Relocate overhead electric facilities in current ROW to underground electric facilities from Guilford Road from 126<sup>th</sup> Street, North to Main Street (131<sup>st</sup> Street);
  - 2. Rangeline Road Improvement Project – Relocate overhead electric facilities in current ROW to underground electric facilities from 136<sup>th</sup> Street, North to US 31 Overpass (includes DEI's request that Carmel enter an evergreen provision);



3. AAAWay at 116<sup>th</sup> Street Road Reconstruction: Relocate overhead DEI electric facilities in current ROW to underground electric facilities for a new Roundabout;
4. Rangeline Road and 116<sup>th</sup> Street Road Reconstruction: Relocate overhead DEI electric facilities in current ROW to underground electric facilities for a new Roundabout.

B. Multi-Use Projects:

1. Carmel Drive Multi-Use Project: Relocate underground DEI electric facilities in current ROW deeper below grade from Adam Street, West to Old Meridian Street;
2. 126<sup>th</sup> Street Multi-Use Project: DEI utility pole above-ground relocation and down guy-wire adjustments;
3. Main Street and Keystone Multi-Use Connection Project: DEI utility pole above-ground relocation and down guy-wire adjustments.
4. 136<sup>th</sup> Street Multi-Use Path between Rangeline Road and Keystone: DEI underground electric facilities in current ROW to be buried deeper from 048-464 to 069-949 and relocate three poles which will require 2 new poles and other supporting facilities.
5. Gray Road Multi-Use Project between 136<sup>th</sup> and 146<sup>th</sup> Streets: DEI Utility pole above-ground relocation and down guy-wire adjustments.

**SECTION 2: TERMS OF PURCPA**

- A. Carmel shall execute a separate Utility Reimbursement Agreement (“URA”), in a form attached as Exhibit A, and a Work Plan for each Carmel Project prior to DEI



commencing work for that project. Each proposed URA shall include a DEI cost estimate for the Project's Disputed Costs. "Disputed Costs" means for Road Improvement Projects the cost differential that results from relocating electric facilities in current Carmel road ROW from above-ground to underground. "Disputed Costs" means for Multi-Use Projects the entire costs of the project relocation.

- B. Approval of the URA by the Carmel Board of Public Works and Safety shall serve as written notice-as set forth in Section 4 herein to DEI of Carmel's intent to proceed with that Carmel Project and shall trigger the obligations set forth below.
- C. Within thirty (30) days of the effective date of the URA for a Carmel Project, Carmel shall make an initial payment to DEI of 50% of the estimated Disputed Costs for such Carmel Project ("Initial Payment").
- D. Within thirty (30) days of receipt of the Initial Payment, DEI shall provide Carmel written notice, by email or otherwise, that it has Commenced Work. DEI shall be deemed to have commenced work when DEI begins the design work or other preliminary work necessary to relocate DEI facilities.
- E. Within One Hundred and Eighty (180) days after DEI provides written notice to Carmel that it has Commenced Work, Carmel shall make payment of the remaining 50% of the estimated Disputed Costs for the Carmel Project ("Remaining Payment"), noting on the invoice whether Carmel has initiated a lawsuit/or proceeding on that project, as set forth below. If Carmel has initiated suit or other proceeding against DEI in a court of law or at the IURC, whichever is applicable, to obtain a determination as to which Party shall pay the Disputed



Costs, the Remaining Payment must be paid into a court-approved account or a previously agreed upon account. If Carmel does not file a suit or other proceeding against DEI within ninety (90) days after the Initial Payment is made by Carmel ("Time Limit"), Carmel waives its right to do so with respect to all the Disputed Costs for that Carmel Project only, and shall pay all actual costs to DEI as Remaining Costs for that Carmel Project. Nothing herein waives or alters either Party's right to file a suit or proceeding relating to any other Carmel Project for which the Time Limit has not expired. Carmel's failure to file suit as to one Carmel Project, as set forth above, shall not be a waiver of its right to challenge any Disputed Costs relating to any remaining Carmel Projects for which the Time Limit has not expired nor shall it be deemed an admission against interest by Carmel and Carmel shall retain all rights and defenses it may have under law or equity to initiate or defend against any proceeding related to any Carmel Project for which the Time Limit has not expired and referenced herein. Likewise, DEI retains all rights and defenses it may have to initiate or defend against any proceeding related to any Carmel Project for which the Time Limit has not expired.

- F. Either Party may, but is not required to, file a separate lawsuit or proceeding challenging Disputed Costs for each Project or may elect to file one suit or proceeding to include all Carmel Projects involving Disputed Costs which are not otherwise waived as set out above in Section E.
- G. If a court or other tribunal or finder of fact determines that Carmel need not pay the Disputed Costs, and such ruling or finding is not subject to any further appeal



or action by either Party ("Final Determination for Carmel"), Carmel shall have the right to immediately withdraw any Disputed Costs from the court-approved account or agreed account, including any interest that accrues based on the type of account in which the funds were deposited. DEI shall not be responsible for any interest or penalties on such funds. DEI shall also reimburse any Initial Payment with thirty (30) days of a Final Determination for Carmel, without interest or penalty accrued.

- H. If a court or other tribunal or finder of fact determines that DEI need not pay the Disputed Costs, and such ruling or finding is not subject to any further appeal or action by either Party ("Final Determination for DEI"), DEI shall have the right to immediately withdraw any Disputed Costs from the court-approved account or agreed account including any interest that accrues based on the type of account in which the funds were deposited. Carmel shall not be responsible for any interest or penalties on such funds. DEI shall be entitled to retain any Initial Payment and shall be entitled to the True-Up Payment as described in Section 2, Paragraph(J).
- I. The Parties agree that the Final Determination for either Carmel or DEI, as defined above in Paragraphs G or H, will be applied to future relocation projects and URAs involving a request by Carmel to relocate from Carmel road ROWs and to replace above ground facilities with underground facilities or to any Multi-Use Projects, (whether or not identified in this Agreement) except to the extent such Final Determination is overturned by an IURC ruling, ~~or~~ Indiana Supreme Court case law, or United States Supreme Court case, and/or superseded by



legislation that definitively determines the payment obligations addressed in this Agreement.

- J. At the conclusion of each Carmel Project (which shall occur after all contractors/subcontractors have submitted their final invoices to DEI) and DEI has invoiced Carmel for any final actual Project costs that exceed the total of the Initial Payment and Remaining Payment (“True-Up Payment”), Carmel shall pay such True-Up Payment after receipt of a final invoice from DEI in accordance with the following schedule: 1) Carmel shall submit the additional costs (the “Carmel True Up Amount”) for approval by the Board of Public Works at its next meeting after its receipt of DEI’s invoice which include the Carmel True Up Amount and 2) shall reimburse DEI for the Carmel True Up Amount within thirty (30) days after approval by the Board of Public Works; or if the actual costs incurred by DEI to perform the Project are less than Estimated Disputed Cost, DEI shall refund to Carmel the amount of the overpayment (the “DEI True Up Amount”) within sixty (60) days after the completion of the Project (as defined above) , unless the under- or over-payment is for a Project that is the subject of a proceeding in which case the payment will be made into the court-approved or agreed account as described in Paragraph 2-E. Neither party is required to pay interest or penalties on any True-Up Payment.
- K. The Parties agree and acknowledge that each project identified as a Carmel Project in this Agreement is separate and distinct with a unique start date and any time frame or deadline in this Agreement shall be calculated based on the date of execution of each separate URA, except as otherwise stated in this Agreement.



- L. The Parties agree that the purpose of this Agreement is to allow the Carmel Projects to proceed even if a Party elects to challenge such Project(s) in a proceeding and that each Party will undertake best efforts to comply with this Agreement during the pendency of any such challenge.

**SECTION 3. TAX GROSS UP PAYMENTS AND REPRESENTATION BY CARMEL REGARDING MASTER DEVELOPMENT PLAN AND INDEMNIFICATION OF DEI**

On the following basis, DEI agrees to forego collection of tax gross-up charges from Carmel, which would be due if the payments hereunder (or any part thereof) were deemed to be contributions in aid of construction taxable to DEI:

- A. Carmel represents and warrants that the Carmel Projects and all payments to DEI under this Agreement are made pursuant to a “master development plan,” as such term is used in Pub. Law 115-97, Section 13312(b)(2) (12/22/2017), which master development plan was approved by a governmental entity prior to December 22, 2017, and that payments to DEI made under this Agreement qualify for the exception specified in Pub. Law 115-97, Section 13312(b)(2) (12/22/2017), which exempts the reimbursements from being deemed to be contributions in aid of construction, taxable to DEI under 26 U.S.C. Section 118(b)(2);
- B. DEI agrees to accept Carmel’s representations hereunder and shall take no actions contrary to those representations or that would cause those representations to be challenged except to the extent required by applicable law or regulation; and
- C. As an inducement to DEI’s agreement to forego collection of tax gross-up charges from Carmel, which would be due if the payments (or any part thereof) were deemed to be contributions in aid of construction taxable to DEI, Carmel hereby



covenants and agrees to indemnify and to hold harmless DEI from and against any claim, liability, damages or loss, including any tax, penalties, or interest resulting from or arising out of or relating to DEI's reliance on the representations and warranties made by the Carmel under this Section or any finding that any representation or warranty under this Section is false or inaccurate in whole or in part.

#### **SECTION 4: NOTICE**

Any notice, invoice, order, agreement, or other correspondence required to be sent pursuant to this Agreement, shall be in writing and sent by pre-paid U.S. certified mail, return receipt requested, to the Parties as set forth below:

##### **TO CARMEL:**

City of Carmel  
Department of Engineering  
One Civic Square  
Carmel, Indiana 46032  
ATTN: Jeremy Kashman

**AND**

City of Carmel  
Office of Corporation Counsel  
One Civic Square  
Carmel, Indiana 46032  
ATTN: Douglas C. Haney

City of Carmel  
Mayor's Office  
One Civic Square  
Carmel, Indiana 46032  
ATTN: The Honorable James Brainard

##### **TO DEI:**

Duke Energy Indiana, LLC  
Ariane Johnson  
Associate General Counsel  
1000 E. Main Street  
Plainfield, IN 46168

Duke Energy Indiana, LLC  
Matt Koenig



Manager, Distribution Design  
1000 E. Main Street  
Plainfield IN 46168

#### **SECTION 5: GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for Indiana's laws regarding conflicts of law, and shall not be altered or otherwise amended except pursuant to an instrument in writing signed by both Parties. The Parties agree and acknowledge that, in the event a lawsuit is filed hereunder, each Party waives any right to a jury trial they may have, and further agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only and/or with the IURC, whichever is deemed applicable.

#### **SECTION 6: WAIVER**

Any delay or inaction on behalf of either Party in exercising or pursuing its rights and/or remedies hereunder, shall not operate to waive any such rights and/or remedies in the future, nor shall it affect the rights of such Party, in any way whatsoever, to require specific performance of the other Party under the terms of this Agreement, except as otherwise set forth in this Agreement.

#### **SECTION 7: NON-ASSIGNMENT**

Both Parties agree and acknowledge that it shall not assign or delegate its responsibilities and obligations set forth herein, nor shall pledge the terms and conditions of this Agreement, to another person or entity without prior written consent of the other Party.

#### **SECTION 8: SUCCESSOR AND ASSIGNS**



This Agreement shall be binding upon and inure to the benefit of the Parties and their respective past and present heirs, executors, administrators, beneficiaries, representatives, subsidiaries, divisions, officers, officials, directors, shareholders, agents, employees, alter egos, successors and assigns.

#### **SECTION 9: AGREEMENT AS EVIDENCE**

This Agreement may be used as evidence in any subsequent proceeding in which either of the Parties alleges a breach of this Agreement, as well as any proceeding contemplated hereinunder.

#### **SECTION 10: ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement between the Parties concerning the transactions contemplated herein and supersedes all prior negotiations, proposed agreements and understandings, or representations, if any, written or oral, between the Parties. To the extent that any provision contained in this Agreement conflicts with any provision contained in any URA, the provision contained in this Agreement shall prevail.

#### **SECTION 11: REPRESENTATIONS AND WARRANTIES BY BOTH PARTIES**

Each Party represents and warrants that it is authorized to enter into this Agreement and that any person or entity that executes this Agreement on behalf of such Party has the authority to bind such Party, or the Party which they represent. The Parties further warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel of their choosing throughout the negotiation of the same, and enter the same freely, voluntarily, and without any duress, undue influence or coercion.

#### **SECTION 12: SEVERABILITY**



In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, the Agreement shall be deemed to be excised, restricted, or otherwise modified to the extent necessary to render the same valid and enforceable.

### **SECTION 13: SECTION HEADINGS**

The section headings herein have been used as a convenience of reference only, and shall in no way modify or restrict any of the terms or provisions hereof.

### **SECTION 14: COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, the Parties have signed and executed this Agreement on the dates below their respective signature(s), or the signature(s) of their representative(s). The effective date of this Agreement shall be the date of the last signature affixed hereto.

**CITY OF CARMEL, INDIANA (“CARMEL”)**

**BY:** The Honorable James C. Brainard



James C. Brainard, Mayor, by Ashley M. Ulbricht, Carmel City Attorney

\_\_\_\_\_  
INSERT NAME HERE

INSERT TITLE HERE

4-15-2020

\_\_\_\_\_  
Date

**DUKE ENERGY INDIANA, LLC (“DEI”)**

**BY:**

\_\_\_\_\_

Donald A McDuffy  
Director, Asset Design  
Indiana Customer Delivery

\_\_\_\_\_  
Date



## FACILITIES RELOCATION AND REIMBURSEMENT AGREEMENT

This **FACILITIES RELOCATION AND REIMBURSEMENT AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between Duke Energy Indiana, LLC, an Indiana limited liability company (“**Duke Energy**”), and the City of Carmel Indiana, an Indiana municipality (the “**City**”). Duke Energy and City may be referred to hereinafter as a “**Party**” or collectively as “the **Parties**.”

### RECITALS

- A. **WHEREAS**, Duke Energy owns and operates the Carmel 69 substation located at 136<sup>th</sup> Street and Rangeline Road in Carmel, Indiana (the “Substation”);
- B. **WHEREAS**, Duke Energy has requested that the City relocate a portion of the 42”/48” RCP Morrow-Follett Hamilton County legal drain (the “**Storm Sewer Drain**”) that extends across the Substation property as more specifically described in **Exhibit A**, attached hereto and incorporated herein, to permit the future expansion or upgrade of the Substation; and
- C. **WHEREAS**, the City is willing to relocate the Storm Sewer Drain; provided that Duke Energy reimburses the City for the costs actually incurred by the City to design, engineer and relocate the Storm Sewer Drain in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, the mutual promises in the Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

- 1. **The Work**. The City, with its regular construction or maintenance crew and personnel, at its standard schedule of wages and working hours, or by an approved contractor, will perform the following:
  - a. Perform the design and engineering work necessary to relocate the Storm Sewer Drain in accordance with the terms of this Agreement as more specifically described in the proposal and estimate from Crossroad Engineers, PC dated as of March 2, 2020 and attached hereto as **Exhibit B**, attached and incorporated herein (the “**Engineering Work**”).
  - b. Upon completion the Engineering Work the City shall relocate the Storm Sewer Drain as more fully described in **Exhibit B** and as may be updated based on the results of the Engineering Work and as reasonably acceptable to Duke Energy (collectively, the “**Relocation Work**”). Hereinafter, the Engineering Work and the Relocation Work may be collectively referred to as the “**Work**.”
- 2. **Reimbursement**. Duke Energy agrees to reimburse the City for the cost incurred by the City to complete the Work. The Parties agree that Duke Energy shall not be responsible for costs to re-perform Work which was improperly performed by the City or its contractor



except to the extent such improperly performed Work was the result of Duke Energy's negligence or its improper acts or omissions. Without waiving any right to seek reimbursement from Duke Energy for the full incurred costs to complete the Work, the City estimates that the cost to complete the Work is as follows: (i) the Engineering Work shall be approximately Eighty Six Thousand U.S. Dollars (\$86,000.00); and (ii) the Relocation Work shall be approximately Three Hundred Ninety One Thousand, Two Hundred Seventy-Five and 50/100 U.S. Dollars (\$391,275.50) as more specifically described in **Exhibits B and C** (the "**Estimate**"). The Estimate shall be paid by Duke Energy pursuant to **Section 3** below.

3. **Invoices.**

- a. **For the Engineering Work.** After execution of this Agreement by both Parties, the City will invoice Duke Energy for the estimated cost to complete the Engineering Work, as shown in **Exhibit B**. Duke Energy shall remit payment to the City within forty-five (45) days after its receipt of the City's invoice.
- b. **For the Relocation Work.** The City will invoice Duke Energy for the estimated cost to complete the Relocation Work as shown in **Exhibit C**, attached and incorporated herein, and Duke Energy shall remit payment to the City pursuant to a payment schedule mutually agreed by the Parties.
- c. **Final Invoice.** After final completion of the Work, the City will calculate the full cost incurred by the City to complete the Work and shall invoice Duke Energy for any shortfall between the actual costs to complete the Work and the estimated amount that Duke Energy has paid to the City. Duke Energy shall remit payment to the City within forty-five (45) days after its receipt the City's invoice. If the actual costs are less than the amount Duke Energy has paid to the City for the Work, the overpayment will be refunded to Duke Energy within sixty (60) days after final completion of the Work.

4. **Commencement of the Work.**

- a. **For the Engineering Work.** The City will commence the Engineering Work within fifteen (15) days after its receipt of the estimated payment for the Engineering Work specified in Section 3(a) above.
  - b. **For the Relocation Work.** The City will commence the Relocation Work pursuant to a schedule mutually agreed by the Parties.
5. **Indemnification.** The City shall indemnify and hold Duke Energy harmless from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property, arising out of the performance of the Work by the City or its contractors (hereafter "Claim"); provided, however, that where Duke Energy is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the



Claim, the City shall have no duty to indemnify and hold Duke Energy harmless from those damages resulting from such negligence or misconduct of Duke Energy.

So long as Duke Energy has made all payments due to the City under this Agreement, the City shall indemnify and hold Duke Energy harmless from any lien or other payment claim arising out of the performance of the Work and shall cause any such lien or encumbrance against Duke Energy's property to be discharged promptly upon demand.

6. No Consequential Damages. In no event shall either Party or their subcontractors or agents be liable under this Agreement, in contract, tort (including negligence), warranty, strict liability or any other legal theory to the other Party for any loss of anticipated profits or revenue, or any special, incidental, punitive, exemplary or consequential damages, including, but not limited to, cost of capital, loss of anticipated profits or revenue, loss of use or increased expense of use of equipment or plant.
7. Notices. All invoices or notices permitted or required under the Agreement shall be deemed given if hand delivered, sent by certified mail, return receipt requested, sent by overnight delivery service, or sent by facsimile (with transmission confirmed) and confirmed by first class mail, to the addresses listed below or the subsequent addresses of which the Parties give each other notice:

To Duke Energy:     Duke Energy Indiana, LLC  
                             Attn: Susan Evans  
                             1000 East Main Street  
                             Plainfield, Indiana 46168  
                             Email: susan.evans@duke-energy.com

To City:                City of Carmel  
                             Attn: Jeremy Kashman  
                             One Civic Square  
                             Carmel, Indiana 46032

Copy to:  
Mayor James Brainard  
One Civic Square  
Carmel, Indiana 46032

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to principles of conflicts of law.
9. Entire Agreement. The Agreement contains the entire agreement of the Parties relating to the subject matter and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.



EXECUTION VERSION

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be executed by their duly authorized representatives as of the date first above written.

**Duke Energy Indiana, LLC**

By: Barton L. Thayer

Name: Barton L. Thayer

Title: Manager, Project Management

Date: 10/11/2020



**The City of Carmel, Indiana:**

Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date:

\_\_\_\_\_  
Mary Ann Burke, Member

Date:

\_\_\_\_\_  
Lori S. Watson, Member

Date:

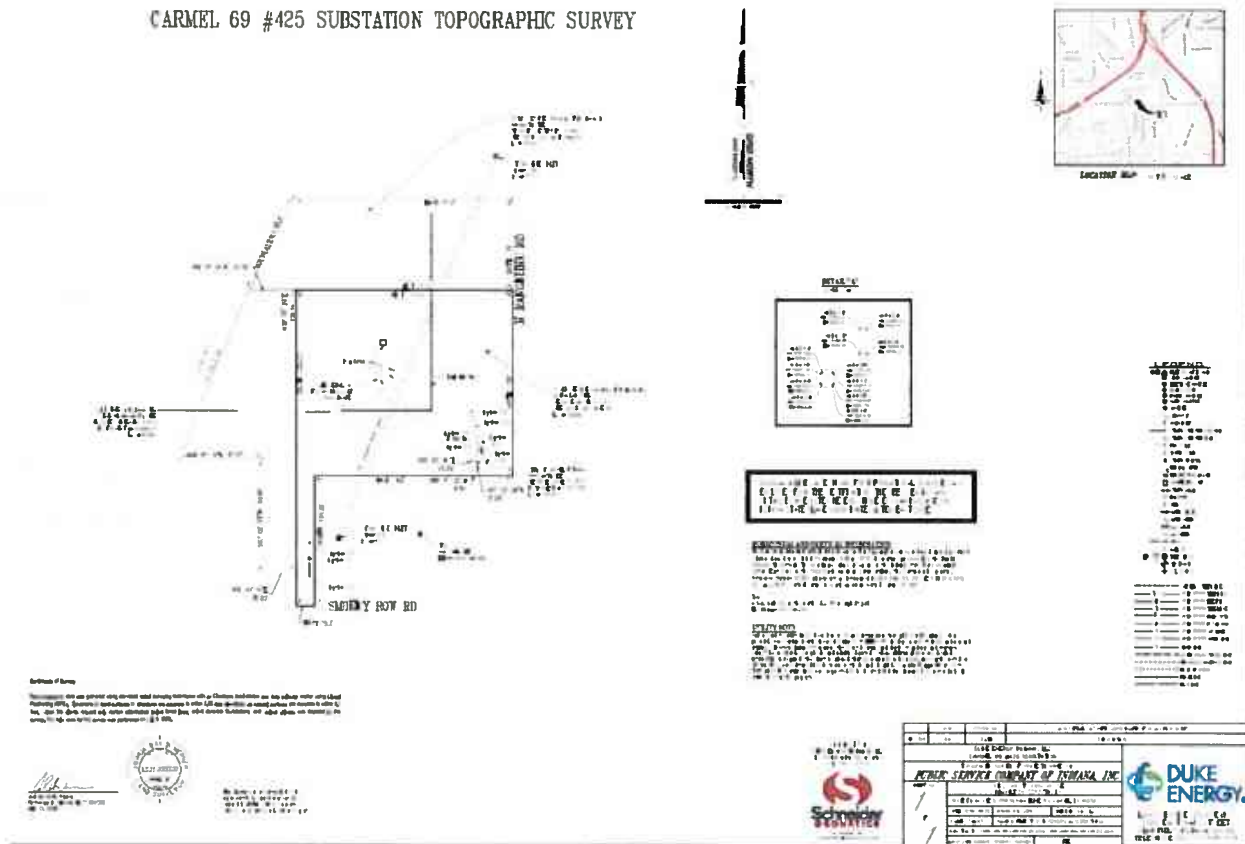
ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date:



CARMEL 69 #425 SUBSTATION TOPOGRAPHIC SURVEY





## Exhibit B



March 2, 2020

Mr. Jeremy Kashman, P.E.  
City Engineer  
City of Carmel  
1 Civic Square  
Carmel, IN 46032

Re: Duke Energy - Storm Sewer Relocation  
136<sup>th</sup> Street and Range Line Road  
Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you and Duke Energy, and our current knowledge of the project area, we have prepared this scope and fee proposal for your review. It is understood that this project will be locally funded through the City of Carmel Engineering Department.

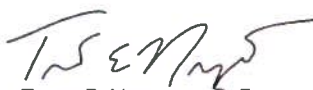
The following information has been prepared and is included herein:

- I. Project Description
- II. Scope of Professional Services
- III. Proposed Fees

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

  
Trent E. Newport, P. E.  
President



## EXECUTION VERSION



## **Duke Energy – Storm Sewer Relocation**

**CrossRoad Engineers, PC**

### **I. PROJECT DESCRIPTION**

This project involves relocating a portion of the existing 42"/48" RCP Morrow-Follett Hamilton County legal drain at the northwest corner of 136<sup>th</sup> Street and Range Line Road that currently extends across the Duke Energy substation property. In order to allow the ability to expand and upgrade the substation in the future, Duke Energy has requested that the City of Carmel relocate this portion of the legal drain outside of the limits of the substation. Also included within the project will be the necessary repairs to southbound Range Line Road and the existing improvements behind the curb. Significant utility coordination and conflict resolution will be necessary to determine the most cost-effective alignment for the storm sewer relocation and to minimize any utility relocation efforts.

Included in this proposal is a description of the engineering services necessary for the complete development of the proposed relocation project. These services include topographic survey, storm sewer and road repair design and construction plans, utility coordination, and permit applications and bidding phase.

### **II. SCOPE OF PROFESSIONAL SERVICES**

#### **1. Topographic Survey**

Topographic survey will be necessary at the northwest corner of 136<sup>th</sup> Street and Range Line Road. The survey limits will extend from the west center curb of Range Line Road to the fence of the Duke Energy substation from 10<sup>th</sup> Street NW approach south around the NW quad of the roundabout to the substation drive approach on 136<sup>th</sup> Street. We will work to tie into the horizontal and vertical control of the recent Range Line Road from 136<sup>th</sup> Street to US 31 project. Property lines and R/W will be shown based on receiving AutoCAD files of the previous Range Line Road project. No property research or deed analysis is included in this scope.

#### **2. Storm Sewer Relocation and Street Repair Design**

Design and construction plans for storm sewer relocation and street repair will be prepared in accordance with City of Carmel and Hamilton County Surveyor's Office stormwater standards, guidelines and directions, and INDOT standards and specifications, when applicable. It is anticipated that design of the storm sewer relocation will be based on an in kind replacement with same size and pipe material, and will maximize pipe capacity based on existing upstream and downstream pipe inverts. CrossRoad Engineers will coordinate with City of Carmel Engineering and Hamilton County Surveyors Office during the design of the project.



As there will be no new flows added to the storm sewer system as part of this project, and as the intent of the project is solely for relocation and not to enhance or upgrade the system, hydrologic and hydraulic stormwater modeling is not included in this scope. Any necessary stormwater modeling calculations that may be necessary during the permitting process will require a supplemental scope and fee proposal.

CrossRoad Engineers will submit plans to the City Engineer and Duke Energy for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

### **3. Utility Coordination**

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will send initial verification notice to each of the utility companies and will identify potential conflicts. We will evaluate each of the potential conflicts and will determine alignment of proposed storm sewer to minimize conflicts and project costs. CRE will facilitate a Preliminary Field Check meeting based on the design schedule above. We will coordinate with the City of Carmel and Duke Energy for any potential utility relocations that may be necessary, and then review the relocation plans prepared by the individual utility companies. We will review any reimbursable claims by the utility companies and coordinate as necessary. This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

### **4. Permitting and Bidding Phase**

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

The project will likely result in disturbance of less than one acre of land; therefore, it is anticipated that an IDEM Rule 5 permit will not be required. Although no IDEM Rule 5 permit will be required, we will submit pre and post-construction SWPPP documents to Hamilton County Soils and Water for notification of the project. The existing storm sewer is a part of the Hamilton County Morrow-Follett regulated drain, so a Hamilton County Drainage Board and HCSO Relocation/Reconstruction Petition and a Non-Enforcement Application will be required.



## 5. Construction Inspection

Following the Owner's award of the project, a CrossRoad Engineers representative will attend and prepare an agenda and minutes for a pre-construction meeting with the selected contractor. CrossRoad Engineers will then perform Construction Inspection services through the construction of the project. These management efforts are anticipated to include: facilitate bi-weekly progress meetings and associated meeting agendas and minutes; review shop drawings from the contractor; coordination with any necessary utility relocations; on-call conflict resolution and field change approval; review of change orders; processing of pay estimates; and daily site inspections to verify conformance. During the construction of the project, we have budgeted an average of 20 hours per week (based on an estimated construction duration of 8 weeks) for the Resident Project Representative for construction inspection. CrossRoad Engineers will also assist with final walk-thru and punch lists, and complete project closeout documentation, including the preparation and review of as-built drawings. Construction Inspection services will be provided on an hourly basis, at the rates included in Attachment "B", with a budgeted amount listed in Section III – Proposed Fees.

## III. PROPOSED FEES

<b>TASK DESCRIPTION</b>	<b>PROPOSED FEE</b>
1. Topographic Survey	\$5,000
2. Storm Sewer Relocation and Street Repair Design	\$34,000
3. Utility Coordination	\$7,500
4. Permitting and Bidding Phase	\$9,500
5. Construction Inspection (Hourly - Budget Cost Only)	\$30,000
<b>CONTRACT TOTAL</b>	<b>\$86,000</b>





## HOURLY BILLING RATES

### PERSONNEL CLASSIFICATION

### HOURLY RATE

#### DESIGN

Director	\$ 160.00
Senior Project Manager	140.00
Project Manager	120.00
Project Engineer	105.00
Assistant Project Engineer	90.00
CADD Manager	105.00
CADD Technician	90.00
Assistant CADD Technician	75.00
R/W Manager	155.00
R/W Appraiser	155.00
R/W Buyer	155.00

#### INSPECTION

Director	\$ 160.00
Resident Project Representative	125.00
Asst Resident Project Representative	115.00
Project Inspector	105.00
Assistant Project Inspector	85.00

#### SURVEY

Survey Manager	\$ 130.00
Assistant Survey Manager	95.00
Survey Crew - 1 Man	115.00
Crew Chief	95.00
Field Man	70.00
Researcher	85.00
Survey Technician	90.00

#### MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

# CROSSROAD ENGINEERS, PC



## Exhibit C

City of Camel					
Legal Drain Relocation - Range Line Rd and 136th Street					
Preliminary Cost Estimate 03/02/2020					
Item #	Item	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS	\$25,000.00	\$25,000.00
2	Clearing Right of Way	1	LS	\$40,000.00	\$40,000.00
3	Construction Engineering	1	LS	\$15,000.00	\$15,000.00
4	SWQCP Preparation and Implementation Level 1	1	LS	\$3,000.00	\$3,000.00
5	Storm Water Quality Management Budget	10000	DOL	\$1.00	\$10,000.00
6	Construction Fence	360	LFT	\$15.00	\$5,400.00
7	Subgrade Treatment (Undistributed)	10	CYD	\$100.00	\$1,000.00
8	Structure Backfill, Type 1	568	CYD	\$50.00	\$28,400.00
9	Compacted Aggregate, No. 53 Stone	530	TON	\$50.00	\$26,500.00
10	HMA Surface, Type 'C', 9.5 mm	15	TON	\$150.00	\$2,250.00
11	HMA Intermediate, Type 'C', 19.0 mm	25	TON	\$150.00	\$3,750.00
12	HMA Base, Type 'C', 25.0 mm	88	TON	\$150.00	\$13,200.00
13	Asphalt for Tack Coat	1	TON	\$100.00	\$100.00
14	1.5 in. - 165 #/SYD HMA Surface, Type "B" (Path)	17	TON	\$150.00	\$2,550.00
15	2.5 in. - 275 #/SYD HMA Surface, Type "B" (Path)	28	TON	\$150.00	\$4,200.00
16	Curb Ramp, Concrete	23	SYD	\$175.00	\$4,025.00
17	ADA Detectable Warning Pavers	60	SFT	\$75.00	\$4,500.00
18	Curb and Gutter, Concrete, Depressed	30	LFT	\$50.00	\$1,500.00
19	Curb and Gutter, Concrete	50	LFT	\$50.00	\$2,500.00
20	9" PCCP	50	SYD	\$125.00	\$6,250.00
21	Topsoil (Undistributed)	25	CYD	\$100.00	\$2,500.00
22	Sodding, Nursery	100	SYD	\$25.00	\$2,500.00
23	Pipe, Type 4, Circular, 6 in.	40	LFT	\$25.00	\$1,000.00
24	Pipe, Type 2, Circular, 48 in.	353	LFT	\$210.00	\$74,130.00
25	Video Inspection for Pipe	400	LFT	\$5.00	\$2,000.00
26	Inlet, Type E & Casting	1	EA	\$3,500.00	\$3,500.00
27	Manhole, L & Casting	3	EA	\$8,000.00	\$24,000.00
28	Connect to Existing Structure	2	EA	\$2,500.00	\$5,000.00
29	Aggregate for Underdrains	2	CYD	\$100.00	\$200.00
30	Geotextile for Underdrains	20	SYD	\$5.00	\$100.00
31	Maintenance of Traffic	1	LS	\$40,000.00	\$40,000.00
32	Construction Sign, A	2	EA	\$200.00	\$400.00
33	Remove and Reset Sign	5	EA	\$250.00	\$1,250.00
Total					\$355,705.00
10% Contingency					\$35,570.50
<b>PRELIMINARY COST ESTIMATE</b>					<b>\$391,275.50</b>
<b>**Cost Estimate Does Not Include Any Reimbursable Utility Relocations**</b>					



### Calumet's Final Change Order Items

Contract Price prior to this Change Order	\$4,094,329.39
Contract Price will be <u>increased</u> by this Change Order	\$38,852.45
New Contract Price including this Change Order	\$4,133,181.84

[illegible]



CITY OF CARMEL

TO: Gradex, Inc  
10220 N. Illinois St.  
Indianapolis, IN 46290

CONTRACT CHANGE ORDER NO.: 5  
DATE: 8/3/2020  
PROJECT NAME: N. Rangeline Road Reconstruction  
CITY REQ. NO.: 16-ENG-49  
CITY PO NO.: COIT-100417  
CITY PO DATE: COIT- 5/4/2017

- I. You are directed to make the following changes in this Contract:
- A. Add Item:0184 "2018 Winter Concrete Protection" for a Lump Sum price of \$7,703.16.
  - B. Add Item:0185 "2019 Price Escalation" for a Lump Sum price of \$19,853.07.
  - C. Add Item:0186 "Dentist Drive Rework" for a Lump Sum price of \$2,155.08.
  - D. Add Item:0187 "Paving Premium Time" for a Lump Sum price of \$1,007.68.
  - E. Add Item:0188 "Mob and Demob for Paving" for a Lump Sum price of \$8,133.46.

All item are associated with PO COIT 100417.

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

- United Consulting Change Order Details
- Change Order Attachment A to Attachment E

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	\$ 4,094,329.39
Contract Price will be increased/decreased by this Change Order	\$ 38,852.45
New Contract Price including this Change Order	\$ 4,133,181.84
Contract Time Prior to this Change Order	_____ Days _____ Completion Date
Net increased/decreased resulting from this Change Order	_____ Days
Current Contract Time including this Change Order	_____ Days _____ Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are  
Recommended:  
United Consulting  
ENGINEER

8440 Allison Point Blvd  
Address  
Indianapolis, IN 46250

The Above Changes Are  
Accepted:  
Gradex, Inc.  
CONTRACTOR

10220 N. Illinois St  
Address  
Indianapolis, IN 46290

Approved:  
\_\_\_\_\_  
James Brainard, Mayor

\_\_\_\_\_  
Mary Ann Burke, Member



City/State/Zip

By

Brian Rodger

Phone: 812-677-0874

City/State/Zip

By:

SBH

Phone: 317-447-2240

Lori Watson, Member

ATTEST:

Date: 8/3/2020

Date: 8/14/2020

Sue Wolfgang, Clerk

Jeremy Kashman, P.E.  
City Engineer

Date: \_\_\_\_\_





**United Consulting, Inc.**  
**Change Order Details**  
**Rangeline Road Reconstrucion**

**Description:** Project 16-ENG-49  
**Change Order:** 5  
**Status:** Approved  
**Type:** Scope Change  
**Summary:** Calumet Change Order  
**Change Order Description:** A.) 2018 Winter Concrete Protection

**Date Created:** 08/03/2020  
**Date Approved:**

Add Item:0184 "2018 Winter Concrete Protection" for a Lump Sum price of \$7,703.16.

The contract had an original substantial completion date of November 1st. This allowed all concrete to poured in warm temperatures. Due to utility delays, the concrete curb and approaches had to be poured in November and December. With low temperatures during these months, blankets were used to cover and protect the concrete during curing. The cost to place and remove the concrete blankets are included in this item. A cost breakdown can be found in Attachment A.

**B.) 2019 Price Escalation**

Add Item:0185 "2019 Price Escalation" for a Lump Sum price of \$19,853.07.

Due to utility delays, the project carried over into 2019. The increase in unit prices was submitted by Calumet. See attachment B-2. The submittal contained the contract quantities remaining and but not the actual contract quantities placed. The spreadsheet was revised for the actual quantities placed in 2019 in Attachment B-3.

**C.) Dentist Office Drive**

Add Item:0186 "Dentist Drive Rework" for a Lump Sum price of \$2,155.08.

The roundabout on the north end of the project was deleted with Change Order No. 1. The new driveway at 29+94 LT (Elite Smile Dentistry of Carmel) was also deleted with the roundabout. The curb and sidewalk transition on the south side of the driveway had to be removed and repoured to match the existing driveway grade. The price breakdown is shown in Attachment C.

**D.) Paving Premium Time**

Add Item:0187 "Paving Premium Time" for a Lump Sum price of \$1,007.68.

On 10/30/2018, Calumet came on site late in the day to place HMA base on the cement stabilized soil could it be covered before rain. The standard rate and overtime billing rate was submitted by Calumet in Attachment D. Only the cost difference between the standard rate and overtime rate is paid.



### E.) Mob and Demob for Paving

Add Item:0188 "Mob and Demob for Paving" for a Lump Sum price of \$8,133.46.

On 10/30/2018, Calumet came on site late in the day to place HMA base on the cement stabilized soil could it be covered before rain. This allowed for construction to continue through late fall and allowed the road to be opened to traffic in 2018. The crew left a project in Brownsburg and moved all the equipment, personal, and haul trucks to Carmel. The HMA base was paved and all equipment was moved back to Brownsburg. The cost breakdown is shown in Attachment E.

**Awarded Project Amount:** \$4,541,978.00

**Authorized Project Amount:** \$4,094,329.39

**Change Order Amount:** \$38,852.45

**Revised Project Amount:** \$4,133,181.84

### **New Items**

Line Number	Item	Unit	Approved Quantity	Unit Price	Dollar Amount
<b>Section: 1 - Default Section</b>					
0184	0184	LS	1.00	\$7,703.160	\$7,703.16
2018 Winter Concrete Protection					
0185	0185	LS	1.00	\$19,853.070	\$19,853.07
2019 Price Escalation					
0186	0186	LS	1.00	\$2,155.080	\$2,155.08
Dentist Drive Rework					
0187	0187	LS	1.00	\$1,007.680	\$1,007.68
Paving Premium Time					
0188	0188	LS	1.00	\$8,133.460	\$8,133.46
Mob and Demob for Paving					
<b>(5 Items)</b>				<b>Total:</b>	<b>\$38,852.45</b>

### **Attachments**

Name
CO 5 - Calumet - Attachments.pdf
<b>(1 Attachment)</b>



<b>Gradex, Inc.</b>	<b>Date</b>
<i>Brian Rodger</i>	8/3/2020
<b>United Consulting</b>	<b>Date</b>





PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
RANGELINE ROAD	2018 Winter Concrete Protection	17027	99904	1

**LABOR**

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	OT RATE	LABOR AMT	LABOR MU
11/8/2018	Laborer	22	ST	\$42.43	\$55.77	\$69.12	\$933.46	\$186.69
11/9/2018	Foreman	4	ST	\$59.32	\$78.90	\$98.75	\$237.28	\$47.46
11/9/2018	Foreman	2	OT	\$59.32	\$78.90	\$98.75	\$157.80	\$31.56
11/9/2018	Laborer	4	ST	\$42.43	\$55.77	\$69.12	\$169.72	\$33.94
11/9/2018	Laborer	2	OT	\$42.43	\$55.77	\$69.12	\$111.54	\$22.31
11/10/2018	Foreman	2.5	OT	\$59.32	\$78.90	\$98.75	\$197.25	\$39.45
11/10/2018	Laborer	10	OT	\$42.43	\$55.77	\$69.12	\$557.70	\$111.54
11/12/2018	Foreman	1	ST	\$59.32	\$78.90	\$98.75	\$59.32	\$11.86
11/12/2018	Laborer	4	ST	\$42.43	\$55.77	\$69.12	\$169.72	\$33.94
11/13/2018	Operator 103	3	ST	\$58.20	\$77.77	\$97.35	\$174.60	\$34.92
11/13/2018	Foreman	3	ST	\$59.32	\$78.90	\$98.75	\$177.96	\$35.59
11/13/2018	Laborer	3	ST	\$42.43	\$55.77	\$69.12	\$127.29	\$25.46
11/16/2018	Laborer	12	ST	\$42.43	\$55.77	\$69.12	\$509.16	\$101.83
11/16/2018	Foreman	2	ST	\$59.32	\$78.90	\$98.75	\$118.64	\$23.73
11/20/2018	Foreman	1	ST	\$59.32	\$78.90	\$98.75	\$59.32	\$11.86
11/20/2018	Laborer	2	ST	\$42.43	\$55.77	\$69.12	\$84.86	\$16.97
11/20/2018	Operator 103	1	ST	\$58.20	\$77.77	\$97.35	\$58.20	\$11.64
11/21/2018	Foreman	2	ST	\$59.32	\$78.90	\$98.75	\$118.64	\$23.73
11/21/2018	Laborer	6	ST	\$42.43	\$55.77	\$69.12	\$254.58	\$50.92
11/26/2018	Foreman	1.5	ST	\$59.32	\$78.90	\$98.75	\$88.98	\$17.80
11/26/2018	Laborer	6	ST	\$42.43	\$55.77	\$69.12	\$254.58	\$50.92
11/27/2018	Foreman	3	ST	\$59.32	\$78.90	\$98.75	\$474.56	\$94.91
11/27/2018	Laborer	16	ST	\$42.43	\$55.77	\$69.12	\$678.88	\$135.78
12/10/2018	Laborer	4	ST	\$42.43	\$55.77	\$69.12	\$169.72	\$33.94



## Attachment A-2 - Concrete Winter Protection

RANGE LINE ROAD	2018 Winter Concrete Protection	17027	99904	1
-----------------	---------------------------------	-------	-------	---

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	OT RATE	LABOR AMT	LABOR MU
12/10/2018	Foreman	4	ST	\$59.32	\$78.90	\$98.75	\$237.28	\$47.46
Sum of LABOR							\$6,181.04	\$1,236.21

**EQUIPMENT**

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
11/27/2018	Dump Trailer Conn DB-12-S-234	4	\$15.00	60	\$7.20
11/27/2018	1 Ton Chevr 3500-703	8	\$18.01	144.08	\$17.29
Sum of Equipment				\$204.08	\$24.49

**MATERIAL**

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	0	0	0	\$0.00	0	\$0.00
Sum of MATERIAL					\$0.00	\$0.00

**RENTED EQUIPMENT**

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	0	0	\$0.00	\$0.00	\$0.00
Sum of RENT				\$0.00	\$0.00

**SUBCONTRACTS**

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
	0	0		\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00



Attachment A-3 - Concrete Winter Protection

RANGELINE ROAD	2018 Winter Concrete Protection	17027	99904	1
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TOTAL COST \$6,385.12

TOTAL MU \$1,260.70

BONDS / INSURANCE \$57.34

TOTAL \$7,703.16

UP \$7,703.16



From: [Smiley, Bret](#)  
To: [Seth Blalock](#)  
Cc: [Ryan Beam](#)  
Subject: Re: Rangeline  
Date: Monday, October 29, 2018 12:36:28 PM

---

Seth,

Simply put, yes. Any extra costs incurred to protect concrete installed below spec. temps will be tracked and compensation provided.

Thank you,

Bret D. Smiley  
United Consulting

Sent from my iPhone

On Oct 29, 2018, at 12:24 PM, Seth Blalock <[sblalock@gradexinc.com](mailto:sblalock@gradexinc.com)> wrote:

Bret,

Are you still good for covering Calumet for any winter protection that will be needed for their work? I know the original bid was for summer work and that was obviously not included in their bid. Temperature is going to quickly become a problem.

Thanks,

Seth Blalock  
Gradex, Inc.  
317-447-2290





CALUMET CIVIL CONTRACTORS, INC.

March 22, 2019

Tom DeKlyen  
Gradex

RE: Price Escalation 2019  
16-ENG-49 Rangeline Road Reconstruction

Tom,

Attached is the requested pricing for Price Escalation for the above referenced project.

If you have any questions or concerns about the above request please do not hesitate in contacting me.

Thank you,

*Ryan Ream*

Ryan Ream  
Project Manager  
Calumet Civil Contractors, Inc.



# Attachment B-2 - 2019 Price Escalation

Item	Unit	Quantity	Unit Price	Material	Labor	Overhead	Profit	Subtotal	2019 Unit Price	2019 Subtotal	2019 Quantity	2019 Unit Price	2019 Subtotal
1. CONCRETE AND REINFORCEMENT													
1.1. 4" CONCRETE, TYPE C	CU YD	31	12.00	2.50	1.50	1.00	1.00	6.00	12.00	31.00	31	12.00	372.00
1.2. 6" CONCRETE, TYPE C	CU YD	17	15.00	3.50	2.00	1.50	1.50	8.50	15.00	17.00	17	15.00	255.00
1.3. 8" CONCRETE, TYPE C	CU YD	17	18.00	4.50	2.50	2.00	2.00	11.00	18.00	17.00	17	18.00	306.00
1.4. 10" CONCRETE, TYPE C	CU YD	17	21.00	5.50	3.00	2.50	2.50	13.50	21.00	17.00	17	21.00	357.00
1.5. 12" CONCRETE, TYPE C	CU YD	17	24.00	6.50	3.50	3.00	3.00	16.00	24.00	17.00	17	24.00	408.00
1.6. 14" CONCRETE, TYPE C	CU YD	17	27.00	7.50	4.00	3.50	3.50	18.50	27.00	17.00	17	27.00	459.00
1.7. 16" CONCRETE, TYPE C	CU YD	17	30.00	8.50	4.50	4.00	4.00	21.00	30.00	17.00	17	30.00	510.00
1.8. 18" CONCRETE, TYPE C	CU YD	17	33.00	9.50	5.00	4.50	4.50	23.50	33.00	17.00	17	33.00	561.00
1.9. 20" CONCRETE, TYPE C	CU YD	17	36.00	10.50	5.50	5.00	5.00	26.00	36.00	17.00	17	36.00	612.00
1.10. 22" CONCRETE, TYPE C	CU YD	17	39.00	11.50	6.00	5.50	5.50	28.50	39.00	17.00	17	39.00	663.00
1.11. 24" CONCRETE, TYPE C	CU YD	17	42.00	12.50	6.50	6.00	6.00	31.00	42.00	17.00	17	42.00	714.00
1.12. 26" CONCRETE, TYPE C	CU YD	17	45.00	13.50	7.00	6.50	6.50	33.50	45.00	17.00	17	45.00	765.00
1.13. 28" CONCRETE, TYPE C	CU YD	17	48.00	14.50	7.50	7.00	7.00	36.00	48.00	17.00	17	48.00	816.00
1.14. 30" CONCRETE, TYPE C	CU YD	17	51.00	15.50	8.00	7.50	7.50	38.50	51.00	17.00	17	51.00	867.00
1.15. 32" CONCRETE, TYPE C	CU YD	17	54.00	16.50	8.50	8.00	8.00	41.00	54.00	17.00	17	54.00	918.00
1.16. 34" CONCRETE, TYPE C	CU YD	17	57.00	17.50	9.00	8.50	8.50	43.50	57.00	17.00	17	57.00	969.00
1.17. 36" CONCRETE, TYPE C	CU YD	17	60.00	18.50	9.50	9.00	9.00	46.00	60.00	17.00	17	60.00	1020.00
1.18. 38" CONCRETE, TYPE C	CU YD	17	63.00	19.50	10.00	9.50	9.50	48.50	63.00	17.00	17	63.00	1071.00
1.19. 40" CONCRETE, TYPE C	CU YD	17	66.00	20.50	10.50	10.00	10.00	51.00	66.00	17.00	17	66.00	1122.00
1.20. 42" CONCRETE, TYPE C	CU YD	17	69.00	21.50	11.00	10.50	10.50	53.50	69.00	17.00	17	69.00	1173.00
1.21. 44" CONCRETE, TYPE C	CU YD	17	72.00	22.50	11.50	11.00	11.00	56.00	72.00	17.00	17	72.00	1224.00
1.22. 46" CONCRETE, TYPE C	CU YD	17	75.00	23.50	12.00	11.50	11.50	58.50	75.00	17.00	17	75.00	1275.00
1.23. 48" CONCRETE, TYPE C	CU YD	17	78.00	24.50	12.50	12.00	12.00	61.00	78.00	17.00	17	78.00	1326.00
1.24. 50" CONCRETE, TYPE C	CU YD	17	81.00	25.50	13.00	12.50	12.50	63.50	81.00	17.00	17	81.00	1377.00
1.25. 52" CONCRETE, TYPE C	CU YD	17	84.00	26.50	13.50	13.00	13.00	66.00	84.00	17.00	17	84.00	1428.00
1.26. 54" CONCRETE, TYPE C	CU YD	17	87.00	27.50	14.00	13.50	13.50	68.50	87.00	17.00	17	87.00	1479.00
1.27. 56" CONCRETE, TYPE C	CU YD	17	90.00	28.50	14.50	14.00	14.00	71.00	90.00	17.00	17	90.00	1530.00
1.28. 58" CONCRETE, TYPE C	CU YD	17	93.00	29.50	15.00	14.50	14.50	73.50	93.00	17.00	17	93.00	1581.00
1.29. 60" CONCRETE, TYPE C	CU YD	17	96.00	30.50	15.50	15.00	15.00	76.00	96.00	17.00	17	96.00	1632.00
1.30. 62" CONCRETE, TYPE C	CU YD	17	99.00	31.50	16.00	15.50	15.50	78.50	99.00	17.00	17	99.00	1683.00
1.31. 64" CONCRETE, TYPE C	CU YD	17	102.00	32.50	16.50	16.00	16.00	81.00	102.00	17.00	17	102.00	1734.00
1.32. 66" CONCRETE, TYPE C	CU YD	17	105.00	33.50	17.00	16.50	16.50	83.50	105.00	17.00	17	105.00	1785.00
1.33. 68" CONCRETE, TYPE C	CU YD	17	108.00	34.50	17.50	17.00	17.00	86.00	108.00	17.00	17	108.00	1836.00
1.34. 70" CONCRETE, TYPE C	CU YD	17	111.00	35.50	18.00	17.50	17.50	88.50	111.00	17.00	17	111.00	1887.00
1.35. 72" CONCRETE, TYPE C	CU YD	17	114.00	36.50	18.50	18.00	18.00	91.00	114.00	17.00	17	114.00	1938.00
1.36. 74" CONCRETE, TYPE C	CU YD	17	117.00	37.50	19.00	18.50	18.50	93.50	117.00	17.00	17	117.00	1989.00
1.37. 76" CONCRETE, TYPE C	CU YD	17	120.00	38.50	19.50	19.00	19.00	96.00	120.00	17.00	17	120.00	2040.00
1.38. 78" CONCRETE, TYPE C	CU YD	17	123.00	39.50	20.00	19.50	19.50	98.50	123.00	17.00	17	123.00	2091.00
1.39. 80" CONCRETE, TYPE C	CU YD	17	126.00	40.50	20.50	20.00	20.00	101.00	126.00	17.00	17	126.00	2142.00
1.40. 82" CONCRETE, TYPE C	CU YD	17	129.00	41.50	21.00	20.50	20.50	103.50	129.00	17.00	17	129.00	2193.00
1.41. 84" CONCRETE, TYPE C	CU YD	17	132.00	42.50	21.50	21.00	21.00	106.00	132.00	17.00	17	132.00	2244.00
1.42. 86" CONCRETE, TYPE C	CU YD	17	135.00	43.50	22.00	21.50	21.50	108.50	135.00	17.00	17	135.00	2295.00
1.43. 88" CONCRETE, TYPE C	CU YD	17	138.00	44.50	22.50	22.00	22.00	111.00	138.00	17.00	17	138.00	2346.00
1.44. 90" CONCRETE, TYPE C	CU YD	17	141.00	45.50	23.00	22.50	22.50	113.50	141.00	17.00	17	141.00	2397.00
1.45. 92" CONCRETE, TYPE C	CU YD	17	144.00	46.50	23.50	23.00	23.00	116.00	144.00	17.00	17	144.00	2448.00
1.46. 94" CONCRETE, TYPE C	CU YD	17	147.00	47.50	24.00	23.50	23.50	118.50	147.00	17.00	17	147.00	2499.00
1.47. 96" CONCRETE, TYPE C	CU YD	17	150.00	48.50	24.50	24.00	24.00	121.00	150.00	17.00	17	150.00	2550.00
1.48. 98" CONCRETE, TYPE C	CU YD	17	153.00	49.50	25.00	24.50	24.50	123.50	153.00	17.00	17	153.00	2601.00
1.49. 100" CONCRETE, TYPE C	CU YD	17	156.00	50.50	25.50	25.00	25.00	126.00	156.00	17.00	17	156.00	2652.00
1.50. 102" CONCRETE, TYPE C	CU YD	17	159.00	51.50	26.00	25.50	25.50	128.50	159.00	17.00	17	159.00	2703.00
1.51. 104" CONCRETE, TYPE C	CU YD	17	162.00	52.50	26.50	26.00	26.00	131.00	162.00	17.00	17	162.00	2754.00
1.52. 106" CONCRETE, TYPE C	CU YD	17	165.00	53.50	27.00	26.50	26.50	133.50	165.00	17.00	17	165.00	2805.00
1.53. 108" CONCRETE, TYPE C	CU YD	17	168.00	54.50	27.50	27.00	27.00	136.00	168.00	17.00	17	168.00	2856.00
1.54. 110" CONCRETE, TYPE C	CU YD	17	171.00	55.50	28.00	27.50	27.50	138.50	171.00	17.00	17	171.00	2907.00
1.55. 112" CONCRETE, TYPE C	CU YD	17	174.00	56.50	28.50	28.00	28.00	141.00	174.00	17.00	17	174.00	2958.00
1.56. 114" CONCRETE, TYPE C	CU YD	17	177.00	57.50	29.00	28.50	28.50	143.50	177.00	17.00	17	177.00	3009.00
1.57. 116" CONCRETE, TYPE C	CU YD	17	180.00	58.50	29.50	29.00	29.00	146.00	180.00	17.00	17	180.00	3060.00
1.58. 118" CONCRETE, TYPE C	CU YD	17	183.00	59.50	30.00	29.50	29.50	148.50	183.00	17.00	17	183.00	3111.00
1.59. 120" CONCRETE, TYPE C	CU YD	17	186.00	60.50	30.50	30.00	30.00	151.00	186.00	17.00	17	186.00	3162.00
1.60. 122" CONCRETE, TYPE C	CU YD	17	189.00	61.50	31.00	30.50	30.50	153.50	189.00	17.00	17	189.00	3213.00
1.61. 124" CONCRETE, TYPE C	CU YD	17	192.00	62.50	31.50	31.00	31.00	156.00	192.00	17.00	17	192.00	3264.00
1.62. 126" CONCRETE, TYPE C	CU YD	17	195.00	63.50	32.00	31.50	31.50	158.50	195.00	17.00	17	195.00	3315.00
1.63. 128" CONCRETE, TYPE C	CU YD	17	198.00	64.50	32.50	32.00	32.00	161.00	198.00	17.00	17	198.00	3366.00
1.64. 130" CONCRETE, TYPE C	CU YD	17	201.00	65.50	33.00	32.50	32.50	163.50	201.00	17.00	17	201.00	3417.00
1.65. 132" CONCRETE, TYPE C	CU YD	17	204.00	66.50	33.50	33.00	33.00	166.00	204.00	17.00	17	204.00	3468.00
1.66. 134" CONCRETE, TYPE C	CU YD	17	207.00	67.50	34.00	33.50	33.50	168.50	207.00	17.00	17	207.00	3519.00
1.67. 136" CONCRETE, TYPE C	CU YD	17	210.00	68.50	34.50	34.00	34.00	171.00	210.00	17.00	17	210.00	3570.00
1.68. 138" CONCRETE, TYPE C	CU YD	17	213.00	69.50	35.00	34.50	34.50	173.50	213.00	17.00	17	213.00	3621.00
1.69. 140" CONCRETE, TYPE C	CU YD	17	216.00	70.50	35.50	35.00	35.00	176.00	216.00	17.00	17	216.00	3672.00
1.70. 142" CONCRETE, TYPE C	CU YD	17	219.00	71.50	36.00	35.50	35.50	178.50	219.00	17.00	17	219.00	3723.00
1.71. 144" CONCRETE, TYPE C	CU YD	17	222.00	72.50	36.50	36.00	36.00	181.00	222.00	17.00	17	222.00	3774.00
1.72. 146" CONCRETE, TYPE C	CU YD	17	225.00	73.50	37.00	36.50	36.50	183.50	225.00	17.00	17	225.00	3825.00
1.73. 148" CONCRETE, TYPE C	CU YD	17	228.00	74.50	37.50	37.00	37.00	186.00	228.00	17.00	17	228.00	3876.00
1.74. 150" CONCRETE, TYPE C	CU YD	17	231.00	75.50	38.00	37.50	37.50	188.50	231.00	17.00	17	231.00	3927.00
1.75. 152" CONCRETE, TYPE C	CU YD	17	234.00	76.50	38.50	38.00	38.00	191.00	234.00	17.00	17	234.00	3978.00
1.76. 154" CONCRETE, TYPE C	CU YD	17	237.00	77.50	39.00	38.50	38.50	193.50	237.00	17.00	17	237.00	4029.00
1.77. 156" CONCRETE, TYPE C	CU YD	17	240.00	78.50	39.50	39.00	39.00	196.00	240.00	17.00	17	240.00	4080.00
1.78. 158" CONCRETE, TYPE C	CU YD	17	243.00	79.50	40.00	39.50	39.50	198.50	243.00	17.00	17	243.00	4131.00
1.79. 160" CONCRETE, TYPE C	CU YD	17	246.00	80.50	40.50	40.00	40.00	201.00	246.00	17.00	17	246.00	4182.00
1.80. 162" CONCRETE, TYPE C	CU YD	17	249.00	81.50	41.00	40.50	40.50	203.50	249.00	17.00	17	249	



## Attachment B-3 - 2019 Price Escalation

Range Line Road

Escalation costs based on actual quantities installed in 2019.

Item	Description	Current Unit Price (with 2018 Escalation)	2019 Unit Price	Quantity Placed in 2019	2019 Unit Price Increase	Cost Increase
3	Mobilization and Demobilization	\$ 24,899.46	\$ 24,899.46	0	\$ -	\$ -
36	HMA Patching, Type C	\$ 188.96	\$ 191.07	0	\$ 2.11	\$ -
37	Widening with HMA, Type C	\$ 99.76	\$ 102.41	0	\$ 2.65	\$ -
40	HMA Surface, Type C	\$ 88.20	\$ 90.71	1176.74	\$ 2.51	\$ 2,953.62
41	HMA Intermediate, Type C	\$ 66.99	\$ 71.75	527.67	\$ 4.76	\$ 2,511.71
42	HMA Base, Type C	\$ 63.46	\$ 67.74	1332.67	\$ 4.28	\$ 5,703.83
43	HMA Intermediate, OG, Type C	\$ 64.89	\$ 68.80	590.19	\$ 3.91	\$ 2,307.64
44	HMA for Temp Pavement, Type C	\$ 74.31	\$ 79.09	0	\$ 4.78	\$ -
45	Asphalt for Tack Coat	\$ 606.71	\$ 623.79	12.26	\$ 17.08	\$ 209.40
46	Decorative Concrete Pavement, Truck Apron 7 IN	Item removed by CO #1				\$ -
48	HMA for Sidewalk	\$ 85.97	\$ 89.60	545.61	\$ 3.63	\$ 1,980.56
49	Sidewalk, Concrete 4 IN	\$ 39.25	\$ 39.56	803.7	\$ 0.31	\$ 249.15
50	Curb Ramp, Concrete	\$ 111.35	\$ 111.56	205.9	\$ 0.21	\$ 43.24
51	Detectable Warning Element	\$ 316.75	\$ 317.26	41	\$ 0.51	\$ 20.91
52	Curb and Gutter, Concrete, Type II	\$ 15.92	\$ 15.95	2076	\$ 0.03	\$ 62.28
53	Curb and Gutter, Concrete, Type III	\$ 15.39	\$ 15.42	1306.2	\$ 0.03	\$ 39.19
54	Modified Rolled Curb	Item removed by CO #1				\$ -
55	Straight Concrete Curb	\$ 20.75	\$ 20.81	416.9	\$ 0.06	\$ 25.01
56	Center Curb, D, Concrete	\$ 108.50	\$ 109.52	29.7	\$ 1.02	\$ 30.29
57	HMA for Approaches, Type B	\$ 81.98	\$ 86.17	880.08	\$ 4.19	\$ 3,687.54
58	PCCP for Approaches, 9 IN	\$ 66.81	\$ 67.51	41	\$ 0.70	\$ 28.70
<b>Total Increase</b>						<b>\$ 19,853.07</b>

By: Braun Rodgers





PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
Rangeline Road	Extra Work at Dentist Office	17027	99909	1

**LABOR**

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	DT RATE	LABOR AMT	LABOR MU
6/17/2019	Laborer	16	ST	\$44.02	\$57.76	\$71.50	\$704.32	\$140.86
6/17/2019	Foreman	6	ST	\$61.24	\$81.97	\$102.69	\$367.44	\$73.49
6/18/2019	Laborer	8	ST	\$44.02	\$57.76	\$71.50	\$352.16	\$70.43
6/18/2019	Foreman	2	ST	\$61.24	\$81.97	\$102.69	\$122.48	\$24.50
Sum of LABOR							\$1,546.40	\$309.28

**EQUIPMENT**

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
6/17/2019	Dump Trailer Corn DB-12-S-234	4	\$15.00	60	\$7.20
6/17/2019	1.5 Ton Dodge 5500-699	6	\$18.50	111	\$13.32
6/18/2019	1.5 Ton Dodge 5500-699	2	\$18.50	37	\$4.44
Sum of Equipment				\$208.00	\$24.96

**MATERIAL**

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	Dump Fee	1	LS	\$45.00	45	\$5.40
Sum of MATERIAL					\$45.00	\$5.40



Rangelme Road	Extra Work at Dentist Office	17027	99909	1
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**RENTED EQUIPMENT**

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	0	0	\$0.00	\$0.00	\$0.00
Sum of RENT				\$0.00	\$0.00

**SUBCONTRACTS**

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
		0		\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00

TOTAL COST \$1,799.40

TOTAL MU \$339.64

BONDS / INSURANCE \$16.04

TOTAL	\$2,155.08
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UP \$2,155.08



Date: 08/17/2019

## Time Card Detail Report

17027

Foreman: 18044 : PARKER, Jason

Rangeline Rd Reconstruction

Bid Item:

99908

88806

Activity:

Rework:

Locations:

Production Qty:

Alt Code:

Approved

Reviewed

Employee Name -01-	Hours				Pay Class		Employee Signature
Equipment Description	ST	OT	DT	Total			
PARKER, Jason	6	3.5	0	6/3.5	1031	6/3.5	
MARTINEZ-CRUZ, Omar	6	1	0	6/1	1203	4	2/1
RAMIREZ-FLORES, Francisco	6	1	0	6/1	1203	4	2/1
RODRIGUEZ HERRERA, Brian	6	1	0	6/1	1203	4	2/1
SANCHEZ-CRUZ, Luis	6	1	0	6/1	1203	4	2/1

Bid Item

Location

Activity

Cost Code Notes

99908

REMOVED CURB AND ASPHALT AT THE DENTIST OFFICE AT THE NORTHWEST SIDE OF RANGLINE TODAY THIS AREA WAS CHANGED (3) DIFFERENT TIMES AND STEVE MEIVES WAS INSTRUCTED TO POUR THE CURB FULL HEIGHT THROUGH THE RAMP AREA WE REMOVED (2) LOADS IN THIS AREA I TOOK (1) TO THE SHOP THAT WAS ASPHALT AND THE OTHER TO BEAVERS THAT WAS CONCRETE THE TRUCK THEN BROKE DOWN AT THE DUMP AND JR CAME AND GOT ITT STARTED AGAIN THEN I DROVE TO RUNYON EQUIPMENT TO TAKE BACK THE DUMP TRAILER AND NOW SITTING IN CLAY TERRACE MALL BROKE DOWN AGAIN

88806

HAD TO REMOVE (3) PANELS OF WALK AND RAMP AT SOUTHWEST SIDE OF RANGLINE ROAD DUE TO THE BRICKS BEING TO FAR UP INTO THE RAMP TAPER

Printed on:

02/13/2020 07:49:23

Page 1



Date: 06/18/2019

## Time Card Detail Report

17027

Foreman: 16044 PARKER, Jason

Rangeline Rd Reconstruction

Bid Item:	003	99909	88806
Activity:	11125		
Rework:			
Locations:			
Production Qty:	2	1	1
AR Code:	11125		

Approved  
Reviewed

Employee Name -or- Equipment Description	Hours				Pay Class					Employee Signature
	ST	OT	DT	Total						
PARKER, Jason	4	0	0	4	1031	2		2		
MARTINEZ-CRUZ, Omar	8	0	0	8	1203			8		
RAMIREZ-FLORES, Francisco	8	0	0	8	1203				8	
SANCHEZ-CRUZ, Luis	8	0	0	8	1203				8	

Bid Item	Location	Activity	Cost Code Notes
003		11125	DID LAYOUT ON RAMP AND TRANSITION
99909			FORMED AND POURED BACKSLOPE TRANSITION AND 20" CURB AT THE DENTIST OFFICE ON THE VERY NORTH END OF THE JOB
88806			FORMED AND POURED BACK RAMP ON THE SOUTHWEST SIDE OF RANGELINE WHERE THE ADA BRICK WERE TO FAR INTO THE TAPER OF THE RAMP

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**CALUMET**
**CALUMET CIVIL CONTRACTORS, INC.**

## LETTER OF TRANSMITTAL

<b>TO:</b> Gradex	<b>DATE:</b> 12-21-2018
<b>PROJECT:</b> Rangellne Road	<b>JOB:</b> 17027
<b>ATTN:</b> Mr. Tom DeKlyne	<b>RE:</b> EWA: 10-30-18 Premium Time

We Are Sending:	Submitted For:	Action Taken:
Shop Drawings	X Approval	Approved as Submitted
Letter	Your Use	Approved as Noted
Prints/Plans	As Requested	Returned After Loan
X Change Order	Review and Comment	Resubmit
Samples		Submit
Specifications	Sent Via: Hand Delivered to F.O.	Returned
Other:	X Attached	Returned for Corrections
	Separate Cover Via:	Due Date:

Notes/Remarks:

Tom,

Please use the pricing below to assist you in processing a Change Order as described below.  
Thank you.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	10-30-2018 Paving Premium Time	1	LS	\$ 1,007.68	\$ 1,007.68
TOTAL					\$ 1,007.68

*Ryan Ream*

Ryan Ream – Project Manager

4898 Fieldstone Dr.

Whitestown, IN 46075

317-769-1900

FAX 317-769-7424





PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
RANGEUNE ROAD	10-30-2018 Standard Rate	17027	99903	1

### LABOR

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	DT RATE	LABOR AMT	LABOR MU
	Laborer	28	ST	\$42.43	\$55.77	\$69.12	\$1,188.04	\$237.61
	Operator 103	17.5	ST	\$58.20	\$77.77	\$97.35	\$1,018.50	\$203.70
	Foreman	6	ST	\$59.32	\$78.90	\$98.75	\$355.92	\$71.18
Sum of LABOR							\$2,562.46	\$512.49

### EQUIPMENT

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
	0	0	\$0.00	0	\$0.00
Sum of Equipment				\$0.00	\$0.00

### MATERIAL

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	0	0	0	\$0.00	0	\$0.00
Sum of MATERIAL					\$0.00	\$0.00

### RENTED EQUIPMENT

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	0	0	\$0.00	\$0.00	\$0.00
Sum of RENT				\$0.00	\$0.00



RANGELINE ROAD	10-30-2018 Standard Rate	17027	99903	1
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**SUBCONTRACTS**

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
	0	0		\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00

TOTAL COST \$2,562.46

TOTAL MU \$512.49

BONDS / INSURANCE \$23.06

TOTAL \$3,098.01

UP \$3,098.01

↑  
 Standard Rate.  
 Carry to  
 Attachment D-5.





PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
RANGELINE ROAD	10-30-2018 Premium Rate	17027	99903	1

**LABOR**

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	DT RATE	LABOR AMT	LABOR MU
	Laborer	28	OT	\$42.43	\$55.77	\$69.12	\$1,561.56	\$312.31
	Operator 103	17.5	OT	\$58.20	\$77.77	\$97.35	\$1,360.98	\$272.20
	Foreman	6	OT	\$59.32	\$78.90	\$98.75	\$473.40	\$94.68
Sum of LABOR							\$3,395.94	\$679.19

**EQUIPMENT**

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
	0	0	\$0.00	0	\$0.00
Sum of Equipment				\$0.00	\$0.00

**MATERIAL**

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	0	0	0	\$0.00	0	\$0.00
Sum of MATERIAL					\$0.00	\$0.00

**RENTED EQUIPMENT**

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	0	0	\$0.00	\$0.00	\$0.00
Sum of RENT				\$0.00	\$0.00



RANGELINE ROAD

10-30-2018 Premium Rate

17027

99903

1

**SUBCONTRACTS**

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
	0	0		\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00

TOTAL COST \$3,395.94

TOTAL MU \$679.19

BONDS / INSURANCE \$30.56

TOTAL \$4,105.69

UP \$4,105.69

- 3098.01  
 \$ 1007.68

Standard rate  
 minus the premium  
 overtime rate.



Date: 10/30/2018

## Time Card Detail Report

17027

Foreman: 02112 BRANNON, Sam

Rangeline Rd Reconstruction

Bid Item: 042  
 Activity: 40100  
 Rework:   
 Location:   
 Production Qty: 516.74  
 Alt Code: 40100

Approved  
 Reviewed

Employee Name -OR- Equipment Description	Hours				Pay Class						Employee Signature
	ST	OT	DT	Total							
BRANNON, Sam	0	6	0	0/6	1030	/6					
Pick-up Chev 1500	0	0	0	0		0					
LAMBERT, Jack	0	6	0	0/6	1030	/6					
Roller-Vibe Cater 434D	5	0	0	5		5					
Water Truck Mack CXN612	3	0	0	3		3					
McNEAR, SR, David	0	5.5	0	0/5.5	1031	/5.5					
Roller-Vibe, Bomag	5	0	0	5		5					
KOPP, Mathew	0	5.5	0	0/5.5	1200	/5.5					
McNEAR, Zachary	0	5.5	0	0/5.5	1112	/5.5					
DRURY, Michael	0	5.5	0	0/5.5	1200	/5.5					
EDWARDS JR., Wayne	0	5.5	0	0/5.5	1200	/5.5					
WILLMOTT, David	0	6	0	0/6	1216	/6					
Tack Truck Freight	0	0	0	0		0					
BRANNON, Jeremy	0	6	0	0/6	1031	/6					
Paver Cater AP1000D	5	0	0	5		5					

Bid Item	Location	Activity	Cost Code	Notes
042		40100		Base. Dumped 29.12 tons

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PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
Rangellne Road	Lowboy Moves for Unplanned Paving 10-30-18	17027		1

## LABOR

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	DT RATE	LABOR AMT	LABOR MU
10/30/2018	Teamster	16	OT	\$53.21	\$71.71	\$90.21	\$1,147.36	\$229.47
10/31/2018	Teamster	16	OT	\$53.21	\$71.71	\$90.21	\$1,147.36	\$229.47
Sum of LABOR							\$2,294.72	\$458.94

## EQUIPMENT

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
10/30/2018	Lowboy Trail TK110HDG-523-231	8	\$10.75	86.008	\$10.32
10/30/2018	Trailer-Lowboy Eager 50GSL-PT-216	8	\$10.75	86.008	\$10.32
10/30/2018	Semi Tractor Inter 5900I-474	8	\$79.40	635.2	\$76.22
10/30/2018	Semi Tractor Mack CHU613-473	8	\$79.40	635.2	\$76.22
10/31/2018	Lowboy Trail TK110HDG-523-231	8	\$10.75	86.008	\$10.32
10/31/2018	Trailer-Lowboy Eager 50GSL-PT-216	8	\$10.75	86.008	\$10.32
10/31/2018	Semi Tractor Inter 5900I-474	8	\$79.40	635.2	\$76.22
10/31/2018	Semi Tractor Mack CHU613-473	8	\$79.40	635.2	\$76.22
Sum of Equipment				\$2,884.83	\$346.18

## MATERIAL

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
		0		\$0.00	0	\$0.00
Sum of MATERIAL					\$0.00	\$0.00



Rangeline Road

Lowboy Moves for Unplanned Paving 10-30-18

17027

1

**RENTED EQUIPMENT**

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	0	0	\$0.00	\$0.00	\$0.00
Sum of RENT				\$0.00	\$0.00

**SUBCONTRACTS**

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
	Dump Trucks (6)	36	HRS	\$115.00	4140	
Sum of SUBCONTRACTS					\$4,140.00	\$379.80

TOTAL COST \$9,319.55  
 TOTAL MU \$1,184.92  
 BONDS / INSURANCE \$78.78  
 TOTAL \$10,583.26  
 -\$2,070.00  
 -\$379.80

**\$8,133.46****Total Paid**

Haul trucking commute time from Brownsburg to Carmel and the down time while waiting for the paving to begin. The City of Carmel agreed to pay for half (\$2,070)

UP \$10,583.26

**Removed**



# City of Carmel Project 16-ENG-22

## Midtown Plaza



### CHANGE ORDER - FINAL

Change order adjusts quantities to close PO 101616 and finalize the Contract.

Contract Price prior to this Change Order	\$4,398,000.00
Contract Price will be decreased by this Change Order	(\$388,725.28)
New Contract Price including this Change Order	\$4,009,274.72

	Contract Price	Cumulative % Change from Original Contract
Original Contract	\$4,398,000.00	N/A
Final Change Order	(\$388,725.28)	Decrease by 8.84%
Adjusted Amount	\$4,009,274.72	



**CITY OF CARMEL**

TO: White Construction Co., Inc.  
3900 East White Avenue  
P.O. Box 249  
Clinton, IN 47842

CONTRACT CHANGE ORDER NO.: Final  
8/18/2020  
PROJECT NAME: 16-ENG-22  
CITY REQ. NO.:  
CITY PO NO.: 101616  
CITY PO DATE: 4/25/2018

I. You are directed to make the following changes in this Contract:

Pay item costs were adjusted due to Value Engineering exercises completed with the contractor.		
ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
* See detail of items and summary of changed costs in attached Table		
TOTAL OF CHANGE ORDER ITEMS	-\$388,725.28	465 Days

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: n/a W.D.C. NO.: n/a  
Other: By Request from the City of Carmel per proposals included herein

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order		\$4,398,000.00
Contract Price will be increased by this Change Order		(\$388,725.28)
New Contract Price including this Change Order		\$4,009,274.72
Contract Time prior to this Change Order	150 Days	9/22/2018 Completion Date
Not increased resulting from this Change Order		465 Days
Current Contract Time including this Change Order		12/31/2019 Completion Date

This Change Order is for full and final settlement of all direct and indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended      The Above Changes Are Accepted      Approved

**CROSSROAD ENGINEERS**  
ENGINEER

3417 Sherman Drive  
Address  
Beech Grove, IN 46107  
City/State/Zip

By: Curtis Holcom  
Phone: 317-780-1555

Date: 8-20-2020

**WHITE CONSTRUCTION CO. INC.**

CONTRACTOR  
3900 East White Avenue  
Address  
P.O. Box 249

City/State/Zip  
Clinton, IN 47842

By: [Signature]  
Phone: 765-828-2534

Date: 8-20-20

James Braunaard, Mayor

[Signature]  
Jeremy Kishman, City Engineer

Mary Ann Burke, Member

Lori Watson, Member

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_



## 16-ENG-22 Midtown Plaza

## CHANGE ORDER FINAL TABLE

Item No.	Description	Unit	Unit Price	Original Quantity	Original Amount	Final Quantity	Final Amount	Over/Under
4	General Conditions	LS	497,409.00	1	497,409.00	0		(497,409.00)
4a	General Conditions	LS	452,000.00	0		1	452,000.00	452,000.00
5	Field Office/Restroom	MFO	3,000.00	0		0		(3,000.00)
6	Curbs and Gutters, Rovers	LFT	58.00	34	1,700.00	21.45	1,072.50	(627.50)
7	Sidewalk, Concrete, Rovers	STS	58.00	82	4,450.00	92.5	4,825.00	175.00
10	Accessibility SR Rovers	LFT	1.50	354	531.00	0		(531.00)
11	Construction Entrance, No. 1 Stone	TON	25.00	100	2,500.00	22.44	561.00	(1,939.00)
12	Islet Protection	EA	150.00	7	1,050.00	3	450.00	(600.00)
13	Concrete Washcoat	EA	250.00	3	750.00	1	250.00	(500.00)
14	Classroom, 6"	EA	2,000.00	5	10,000.00	2	4,000.00	(6,000.00)
15	Adjust Casing to Grade	EA	250.00	13	3,250.00	8	2,000.00	(1,250.00)
17	Pave Type 4, Circular, 4 in, HDPE	LFT	1,725.00	57	98,250.00	113	195,375.00	97,125.00
18	Pave Type 4, Circular, 4 in, HDPE	LFT	2,260.00	113	255,380.00	123	277,980.00	22,600.00
19	Pave Type 4, Circular, 4 in, HDPE	LFT	250.00	18	4,500.00	18	4,500.00	0.00
20	Pave Type 4, Circular, 4 in, HDPE	LFT	250.00	18	4,500.00	18	4,500.00	0.00
21	Aggregate for Underdrains	CYD	100.00	15	1,500.00	0		(1,500.00)
21a	Aggregate for Underdrains for Central Maintenance Bay/Island	LS	30.00	1	30.00	0		(30.00)
22	Geotextile for Underdrains	SYD	5.00	123	615.00	82.22	411.10	(203.90)
23	Curb Ramps, Concrete	STS	250.00	17	4,250.00	19.94	4,985.00	735.00
24	Curbs, Concrete	LFT	85.00	19	1,615.00	40.83	3,472.25	1,857.25
25	PCCP, 6 IN	STS	125.00	90	11,250.00	813.39	101,673.75	90,423.75
26	Sidewalk Concrete, 4 IN	STS	25.00	133	3,250.00	1333.33	33,333.33	30,083.33
27	Sidewalk Concrete, 6 IN	STS	125.00	333	41,625.00	430.36	53,795.00	12,170.00
28	Pavers, Type 1	SFT	22.00	622	13,684.00	6728.37	148,221.94	134,537.94
29	Pavers, Type 2	SFT	22.00	622	13,684.00	617.11	13,576.42	(107.58)
30	Pavers, Type 3	SFT	22.00	622	13,684.00	57.34	1,261.48	1,247.80
31	Pavers, Type 4	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
32	Pavers, Type 5	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
33	Pavers, Type 6	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
34	Pavers, Type 7	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
35	Pavers, Type 8	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
36	Pavers, Type 9	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
37	Pavers, Type 10	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
38	Pavers, Type 11	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
39	Pavers, Type 12	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
40	Pavers, Type 13	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
41	Pavers, Type 14	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
42	Pavers, Type 15	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
43	Pavers, Type 16	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
44	Pavers, Type 17	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
45	Pavers, Type 18	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
46	Pavers, Type 19	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
47	Pavers, Type 20	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
48	Pavers, Type 21	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
49	Pavers, Type 22	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
50	Pavers, Type 23	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
51	Pavers, Type 24	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
52	Pavers, Type 25	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
53	Pavers, Type 26	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
54	Pavers, Type 27	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
55	Pavers, Type 28	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
56	Pavers, Type 29	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
57	Pavers, Type 30	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
58	Pavers, Type 31	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
59	Pavers, Type 32	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
60	Pavers, Type 33	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
61	Pavers, Type 34	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
62	Pavers, Type 35	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
63	Pavers, Type 36	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
64	Pavers, Type 37	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
65	Pavers, Type 38	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
66	Pavers, Type 39	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
67	Pavers, Type 40	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
68	Pavers, Type 41	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
69	Pavers, Type 42	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
70	Pavers, Type 43	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
71	Pavers, Type 44	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
72	Pavers, Type 45	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
73	Pavers, Type 46	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
74	Pavers, Type 47	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
75	Pavers, Type 48	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
76	Pavers, Type 49	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
77	Pavers, Type 50	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
78	Pavers, Type 51	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
79	Pavers, Type 52	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
80	Pavers, Type 53	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
81	Pavers, Type 54	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
82	Pavers, Type 55	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
83	Pavers, Type 56	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
84	Pavers, Type 57	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
85	Pavers, Type 58	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
86	Pavers, Type 59	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
87	Pavers, Type 60	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
88	Pavers, Type 61	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
89	Pavers, Type 62	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
90	Pavers, Type 63	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
91	Pavers, Type 64	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
92	Pavers, Type 65	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
93	Pavers, Type 66	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
94	Pavers, Type 67	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
95	Pavers, Type 68	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
96	Pavers, Type 69	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
97	Pavers, Type 70	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
98	Pavers, Type 71	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
99	Pavers, Type 72	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
100	Pavers, Type 73	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
101	Pavers, Type 74	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
102	Pavers, Type 75	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
103	Pavers, Type 76	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
104	Pavers, Type 77	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
105	Pavers, Type 78	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
106	Pavers, Type 79	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
107	Pavers, Type 80	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
108	Pavers, Type 81	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
109	Pavers, Type 82	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
110	Pavers, Type 83	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
111	Pavers, Type 84	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
112	Pavers, Type 85	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
113	Pavers, Type 86	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
114	Pavers, Type 87	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
115	Pavers, Type 88	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
116	Pavers, Type 89	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
117	Pavers, Type 90	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
118	Pavers, Type 91	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
119	Pavers, Type 92	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
120	Pavers, Type 93	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
121	Pavers, Type 94	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
122	Pavers, Type 95	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
123	Pavers, Type 96	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
124	Pavers, Type 97	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
125	Pavers, Type 98	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
126	Pavers, Type 99	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
127	Pavers, Type 100	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
128	Pavers, Type 101	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
129	Pavers, Type 102	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
130	Pavers, Type 103	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
131	Pavers, Type 104	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
132	Pavers, Type 105	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
133	Pavers, Type 106	SFT	22.00	622	13,684.00	36	792.00	(12,892.00)
134	Pavers, Type 107	SFT	22.00	622	13,684.00			



16-ENG-22 Midtown Plaza

CHANGE ORDER FINAL TABLE

Item No.	Description	Unit	Unit Price	Original Quantity	Original Amount	Final Quantity	Final Amount	Over/Under
145	AT&T Mainframe Relocate (3/20/2019)	LS	\$ 7,189.13	0	\$ -	1	\$ 7,189.13	\$ 7,189.13
146	Black Iron Rock - May T&M	LS	\$ 4,555.88	0	\$ -	1	\$ 4,555.88	\$ 4,555.88
147	May NIP Huston T&M	LS	\$ 11,026.00	0	\$ -	1	\$ 11,026.00	\$ 11,026.00
147a	May 2019 Huston T&M - Revised	LS	\$ 881.96	0	\$ -	1	\$ 881.96	\$ 881.96
148	Morphey Paving Irrigation Sleeve	LS	\$ 1,364.00	0	\$ -	1	\$ 1,364.00	\$ 1,364.00
149	Added Electrical Receptacles and Re-Wire Receptacle Circuitry	LS	\$ 11,927.12	0	\$ -	1	\$ 11,927.12	\$ 11,927.12
150	Fire Pit Controller Panel	LS	\$ 1,016.00	0	\$ -	1	\$ 1,016.00	\$ 1,016.00
151	Bench D Ramp Board Replacements	LS	\$ 1,712.76	0	\$ -	1	\$ 1,712.76	\$ 1,712.76
152	Pool Table Sign - ASI	LS	\$ 107.00	0	\$ -	1	\$ 107.00	\$ 107.00
153	Umbrella Covers	LS	\$ 13,294.00	0	\$ -	1	\$ 13,294.00	\$ 13,294.00
154	Huston Electric - October Various Extra Work	LS	\$ 7,399.90	0	\$ -	1	\$ 7,399.90	\$ 7,399.90
155	Smock Bender - October Various Extra Work	LS	\$ 3,976.83	0	\$ -	1	\$ 3,976.83	\$ 3,976.83
156	Huston Electric - Fire Pit Pedestal Re-Install	LS	\$ 4,141.50	0	\$ -	1	\$ 4,141.50	\$ 4,141.50
157	Bench D Umbrella Base Anchors	LS	\$ 3,349.50	0	\$ -	1	\$ 3,349.50	\$ 3,349.50
158	Bench D Umbrella Foundations	LS	\$ 10,421.00	0	\$ -	1	\$ 10,421.00	\$ 10,421.00
TOTAL OF CHANGE ORDER ITEMS								\$ (388,735.14)

ORIGINAL CONTRACT PRICE	\$ 4,398,000.00
FINAL CHANGE ORDER #1	\$ (388,735.28)
NEW CONTRACT AMOUNT INCLUDING APPROVED CHANGE ORDERS	\$ 4,009,264.72



**16-ENG-22 MIDTOWN PLAZA****EXHIBIT A**

You have been directed to make the following changes in this Contract:

Item No.	Description	Reason For Change
4	General Conditions	This item was deleted to adjust the pay item amount during Value Engineering exercises.
4a	General Conditions	This item was added to adjust the pay item amount during Value Engineering exercises.
5	Field Office/Equipment	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
6	Curb and Outlet, Remove	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
7	Sidewalk, Concrete, Remove	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
10	Temporary Silt Fence	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
11	Construction Entrance, No. 2 Stone	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
12	Inlet Protection	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
13	Concrete Washout	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
14	Cleanout, 6"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
15	Adjust Casting to Grade	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
17	Pipe, Type 4, Circular, 4 in, HDPE	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
18	Pipe, Type 4, Circular, 6 in, HDPE	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
19	Pipe, Type 2, Circular, 8 in, HDPE	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
20	Pipe, Type 2, Circular, 6 in, HDPE	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
21	Aggregate for Underdrains	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
21a	Aggregate for Underdrains Contract Mistake Revision	This item was added to adjust the pay item total that was incorrect in the original contract. The original contract total was \$1,530 and it was supposed to be \$1,500.00.
22	Geotextiles for Underdrains	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
25	Curb Ramp, Concrete	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
26	Curb, Concrete	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
27	PCCP, 6 IN	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
28	Sidewalk Concrete, 4 IN	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
29	Sidewalk Concrete, 6 IN	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
30	Pavers, Type 2	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
31	Pavers, Type 3	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
32	Pavers, Type 4	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
33	Pavers, Type 5	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
34	Pavers, Type 6	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
35	Pavers, Type 7	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.



# 16-ENG-22 MIDTOWN PLAZA

## EXHIBIT A

You have been directed to make the following changes in this Contract:

Item No.	Description	Reason For Change
36	Pavers, Type 9	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
38	Pavement, Stabilized Decomposed Granite	This item was deleted to adjust the pay item amount during Value Engineering exercises.
38-VE	Pavement, Stabilized Decomposed Granite	This item was added to adjust the pay item amount during Value Engineering exercises.
39	Compacted Aggregate, No. 53	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
40	Paver, Edge Restraint, Type 1	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
41	Paver, Edge Restraint, Type 2	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
42	Paver Tray, Type 1	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
43	Paver Tray, Type 2	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
47	Shade Structure	This item was deleted to adjust the pay item amount during Value Engineering exercises.
47-VE	Shade Structure	This item was added to adjust the pay item amount during Value Engineering exercises.
48	Platform Bench	This item was deleted to adjust the pay item amount during Value Engineering exercises.
48-VE	Platform Bench	This item was added to adjust the pay item amount during Value Engineering exercises.
49	Video Screen Wall, Structure	This item was deleted to adjust the pay item amount during Value Engineering exercises.
49-VE	Video Screen Wall, Structure	This item was added to adjust the pay item amount during Value Engineering exercises.
52	Wireless Access Point / Wi-Fi	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
53	Security Cameras	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
92	Topsoil, Amended - Planting Soil	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
93	Topsoil, Structural	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
94	Topsoil, Suspended Pavement Assembly	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
95	Non-Woven Geotextile	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
96	B-Borrow	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
97	Root Barrier Roofing Membrane	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
101	Plant, Annual, 2" Container	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
104	Plant, Perennial, Bulb	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
105	Sodding, Nursery	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
106	Mulch, Hardwood Shredded Bark	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
107	Mulch, Stone	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
114	Luminaire, Type S8	This item was deleted to adjust the pay item amount during Value Engineering exercises.
114-VE	Luminaire, Type S8	This item was added to adjust the pay item amount during Value Engineering exercises.
119	Receptacle, Ground Box GFCI	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
120	Receptacle, Outdoor Outlet GFCI	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
121	Wire, No. 4 Copper, 3/C in conduit	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
122	Wire, No. 6 Copper, 3/C in conduit	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.



16-ENG-22 MIDTOWN PLAZA

EXHIBIT A

You have been directed to make the following changes in this Contract:

Item No.	Description	Reason For Change
123	Wire, No. 8 Copper, 3/C in conduit	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
124	Wire, No. 10 Copper, 3/C in conduit	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
125	Conduit, PVC 1"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
126	Conduit, PVC 1.25"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
127	Conduit, PVC 2"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
128	Conduit, PVC 4"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
129	Conduit, PVC 1.5"	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
131	Handhole	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
138	Concrete Transformer Pad	Adjusted quantities to balance original contract quantities versus the actual quantities used for each item.
139	Brighthouse Concrete Handhole	This item was added to the contract to to encase a utility that was in conflict with the project.
140	Paver Type 11 - ADA Pavers	This item was added to the contract per architect.
141	Crowd Control Fence	This item was added to the contract to assist with pedestrian detours during construction operations.
142	CCTV and WAP Purchase and Installation	This item was added to the contract as the CCTV and WAP specifications changed during construction.
143	ADA Compliant Frame and Grates	This item was added to contract due to the Fork and Ale patio being extended and this structure falling within those limits.
144	Removal of Temporary Concrete	Temporary concrete was required for access to San King and had to be removed.
145	AT&T Manhole Relocate (3/28/2019)	An AT&T handhole was relocated by White Construction to eliminate a utility conflict.
146	Black Trap Rock - May T&M	This item was added to the contract to be installed in above grade planters.
147	May 2019 Huston T&M	This item was added to account for additional work that the City requested.
147a	May 2019 Huston T&M - Revised	This item was to adjust a discrepancy in added item 147.
148	Morphey Pushing Irrigation Sleeve	This item was added to connect the planters on the east and west side of the garage entrance on Elm Street.
149	Added Electrical Receptacles and Re-Wire Receptacles	Electrical receptacles were added to the Bench Type D/Stage.
150	Fire Pit Controller Panel	Fire pit controller panel was redesigned and reconstructed to better suit it's purpose.
151	Bench D Ramp Board Replacements	Bench Type D ramp boards were damaged and needed to be replaced.
152	Pool Table Sign - ASI	A pool table door sign was added to the pool table per direction of the city.
153	Tucci Umbrella Covers	Tucci Umbrella covers were added to the contract for all umbrellas located within Midtown Plaza.
154	Huston Electric - October Various Extra Work	This item was added to account for additional work that the City requested.
155	Smock Fender - October Various Extra Work	This item was added to account for additional work that the City requested.
156	Huston Electric - Fire Pit Pedestal Re-design	This item was added to account for additional work that the City requested.
157	Bench D Umbrella Base Anchors	This item was added to account for the additional umbrellas that the City requested to be installed on Bench D.
158	Bench D Umbrella Foundations	This item was added to account for the additional umbrellas that the City requested to be installed on Bench D.



VOUCHER NO. \_\_\_\_\_ WARRANT NO. \_\_\_\_\_

Vendor # 00351994

OFFICE DEPOT

PO BOX 633211

CINCINNATI, OH 45263-3211

\$17.79ON ACCOUNT OF APPROPRIATION FOR  
Engineering

PO # DEPT #	INVOICE #	ACCT # Fund #	AMOUNT
2200	113283048001	44-670.99 2200	\$17.79

ALLOWED \_\_\_\_\_ 20 \_\_\_\_\_

IN SUM OF \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Members

I hereby certify that the attached invoice(s), or  
bill(s) is (are) true and correct and that the  
materials or services itemized thereon for  
which charge is made were ordered and  
received except \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tuesday, August 25, 2020

\_\_\_\_\_

Jeremy Kashman  
Director

\_\_\_\_\_

Prescribed by State Board of Accounts

City Form No. 201 (Rev. 1995)

ACCOUNTS PAYABLE VOUCHER  
CITY OF CARMEL

An invoice or bill to be properly itemized must show kind of service, where performed, dates service  
rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee	Purchase Order # _____
	Terms _____
	Date Due _____

DATE DEPT #	INVOICE # FUND #	DESCRIPTION (or note attached invoice(s) or bill(s))	AMOUNT
8/10/20 2200	113283048001 2200	USB Port	\$17.79

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have  
audited same in accordance with IC 5-11-10-1.6

\_\_\_\_\_ 20 \_\_\_\_\_

Controller



# City of Carmel Project 16-ENG-05

## 96th Street and Keystone Parkway



### CHANGE ORDER # 15

The purpose of this change order is to address the additional costs to the contract due to Construction Change No.11, Construction Change 12, due to the addition of bridge sealant in the median barrier wall on the bridge..... See the attachments for more information.

Contract Price prior to this Change Order \$31,976,342.02

Contract Price will be increased/decreased by this Change Order \$222,348.78

New Contract Price including this Change Order \$32,198,690.80

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$28,793,000.00	\$28,793,000.00	N/A
CO 01	\$25,843.67	\$28,818,843.67	0.09%
CO 02	\$3,481.80	\$28,822,325.47	0.10%
CO 03	\$0.00	\$28,822,325.47	0.10%
CO 04	\$46,996.32	\$28,869,321.79	0.27%
CO 05	(\$172,023.87)	\$28,697,297.92	-0.33%
CO 06	\$68,110.98	\$28,765,408.90	-0.10%
CO 07	\$164,830.51	\$28,930,239.41	0.48%
CO 08	\$1,300,000.00	\$30,230,239.41	4.99%
CO 09	\$235,881.10	\$30,466,120.51	5.81%
CO 10	\$251,434.21	\$30,717,554.72	6.68%
CO 11	(\$404,170.92)	\$30,313,383.80	5.28%
CO 12	\$232,862.12	\$30,546,245.92	6.09%
CO 13	\$216,919.25	\$30,763,165.17	6.84%
CO 14	\$1,213,176.86	\$31,976,342.03	11.06%
CO 15	\$222,348.78	\$32,198,690.81	11.06%



TO:

CITY OF CARMEL

CONTRACT CHANGE ORDER NO.: 15

DATE: 7/22/2020

PROJECT NAME: 16-ENG-05

CITY REQ. NO.: \_\_\_\_\_

CITY PO NO.: \_\_\_\_\_

CITY PO DATE: \_\_\_\_\_

**I. You are directed to make the following changes in this Contract:**

The purpose of this change order is to address the additional costs to the contract due to Construction Change No. 11, Construction Change 12, due to the addition of bridge sealant in the median barrier wall on the bridge..... See the attachments for more information.

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
*See the attachment		

**II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_**

Other: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 31,976,342.02

Contract Price will be increased/decreased by this Change Order \$ 222,348.78


New Contract Price including this Change Order \$ 32,198,690.80

Contract Time Prior to this Change Order \_\_\_\_\_ Days 9/3/2020 Completion Date

Net increased/decreased resulting from this Change Order 0 Days

Current Contract Time including this Change Order 0 Days 9/3/2020 Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extension incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
American Structurepoint Inc.	Rieth-Riley Construction Co, Inc	
ENGINEER	CONTRACTOR	James Brainard, Mayor
7260 Shadeland Station	Indianapolis, IN 46221	
Address	Address	Mary Ann Burke, Member
		Lori Watson, Member
Indianapolis, IN 4626	Indianapolis, IN 46221	
City/State/Zip	City/State/Zip	Jeremy Koshman, P.E., City Engineer
By:	By:	ATTEST:
Timothy P. Conner PE		
Phone: (317) 401-0263	Phone: (317) 518-2500	Sue Wolfgang, Clerk
Date: _____	Date: 7-22-2020	Date: _____





## **American Structurepoint, Inc.**

### **Change Order Details**

#### **96th Street and Keystone Parkway**

**Description:****16-ENG-05**

Construction of a roundabout interchange at the intersection of 96th Street and Keystone Parkway, including the reconstruction of Keystone Parkway from I-465 to 98th Street, and reconstruction of 96th Street from Haverstick Road to Enterprise Drive. The Project includes new construction of a twospan bridge over 96th Street.

**Change Order:****15****Date Created:****07/22/2020****Status:****Pending Approval****Date Approved:****Type:****Summary:****Construction Changes 11 and 12; Enterprise Ditch Improvements**

**Change Order Description:** Items 405-407 are being created to improve storm drainage leaving the project to the east. Per the construction drawings, the box culvert drains into an existing ditch along the west side of Enterprise Drive, then to the east under Enterprise Drive. It was determined that the elevation of the existing ditch to the east of Enterprise Drive was slightly higher and was slowing storm drainage downstream from the project. The solution was to clear and re-grade the ditch bottom from Enterprise Drive to the existing culvert under Marie Drive. Grouted riprap was added at the outfall end of the culvert under Enterprise Drive to protect the slope.

Item 408 is being added to cover the cost of hydro-excavation required for installation of the guardrail end treatment at the SE corner of the Keystone Bridge. Hydro-excavation was required due to the close proximity of the AT&T duct bank to the planned construction.

Item 409 is needed to cover the cost of additional Construction Engineering as a result of Construction Change 12. The vertical profile over the bridge was flattened in order to reduce the overall thickness of the bridge deck. Prior to this profile change, the bridge deck would have been over 12 inches thick.

Items 410-412 are needed to cover the additional cost of Barrier Wall Sign Brackets. Per the construction drawings, signage was to be mounted on the concrete barrier walls, but no details were provided regarding mounting brackets to be used.

Item 413 is necessary to cover the cost of sealing the gap between the concrete bridge railings in the median. The Keystone Bridge was constructed with a 1 inch open joint between the NB and SB structures. The offset of the concrete bridge railings on the median side of each structure resulted in a 2.5 inch gap between the concrete railings. The decision was made to seal this opening to prevent intrusion of trash and other debris.

Item 414 is being added to cover the material cost plus the cost of delivery of unused Timber Guardrail. The timber rail planned for the east side of the Enterprise Ditch was deleted due to the steepness of the side slope. The rail



installer feared that installing the planned timber rail would collapse the side slope of the ditch. City of Carmel purchased the unused material at cost plus delivery to one of its City Street Department facilities.

Item 415 is being added to cover the additional cost of ornamental underpass luminaires to be installed at each end bent under the Keystone Bridge. The electrical subcontractor notified project staff that the planned pendant style underpass luminaires were no longer being used. The decision was made to change to luminaires mounted on ornamental brackets similar to those previously installed on US 31 projects.

Item 416 is necessary to cover the additional cost to apply masonry coating to the concrete median barrier on the project. Project Staff noticed that the original contract documents did not include quantity or language addressing the coating of the median barrier walls. City of Carmel elected to add this work to the scope of the project.

**Awarded Project Amount:** \$28,793,000.00  
**Authorized Project Amount:** \$31,976,342.02  
**Change Order Amount:** \$222,348.78  
**Revised Project Amount:** \$32,198,690.80

## New Items

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
<b>Section: 1 - 801-08400</b>					
4050	201-52370 CLEARING RIGHT OF WAY Reason: Enterprise Ditch	LS	1.00	\$16,573.400	\$16,573.40
4060	203-02000 EXCAVATION, COMMON Reason: Enterprise Ditch	CYS	85.00	\$76.710	\$6,520.35
4070	616-93019 RIPRAE, GROUTED, 18 IN Reason: Enterprise Ditch	SYS	31.00	\$82.090	\$2,544.79
4080	CO-LS Change Order Item "LS" Hydro-Excavation, G.R.E.T.	LS	1.00	\$4,257.270	\$4,257.27
4090	105-06845 CONSTRUCTION ENGINEERING Reason: Construction Change 12	LS	1.00	\$1,280.310	\$1,280.31
4100	802-93388 BARRIER WALL SIGN BRACKET ASSEMBLY, MEDIAN Reason: Construction Change 11	EACH	1.00	\$1,934.710	\$1,934.71
4110	802-93389 BARRIER WALL SIGN BRACKET, SHOULDER Reason: SADDLE, Construction Change 11	EACH	5.00	\$1,839.520	\$9,197.60
4120	802-93389 BARRIER WALL SIGN BRACKET, SHOULDER Reason: ONE WAY SIGN, Construction Change 11	EACH	2.00	\$472.340	\$944.68



Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
4130	401-11785 LIQUID ASPHALT SEALANT	LFT	264.00	\$6.330	\$1,671.12
4140	CO-LS Change Order Item "LS" Guardrail, Timber, Treated - Material Cost and Delivery	LS	1.00	\$12,561.350	\$12,561.35
4150	807-03950 LUMINAIRE, ORNAMENTAL Reason: Underpass	EACH	6.00	\$3,529.980	\$21,179.88
4160	709-96826 CONCRETE SURFACE COATING Reason: Masonry Coating, Median Barrier	LS	1.00	\$143,683.320	\$143,683.32
(12 Items)				<b>Total:</b>	<b>+\$222,348.78</b>

Recommended for Processing:

Timothy P. Conner PE

Digitally signed by Timothy P. Conner, PE  
DN: cn=Timothy P. Conner, o=Conner Engineering, ou=Conner Engineering, email=timothy@connereng.com, c=US

Resident Project Representative

Date



7-23-2020

Contractor

Date

Owner

Date



# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

November 6, 2018

Tim Conarroe

Area Supervisor, Construction Solutions  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

**RE: REVISED (11/6/18) 96<sup>th</sup> and Keystone- Enterprise Dr. Ditch Improvements**

Tim,

The following pricing proposal includes all the added items necessary to complete the proposed work at the Enterprise Dr. Ditch. Revision includes additional cost for grading the ditch bottom northeast to Marie Dr.

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
CLEARING RIGHT OF WAY: TOM WOOD DITCH	1	LS	\$ 16,573.40	\$ 16,573.40
COMMON EXCAVATION	85	CYS	\$ 76.71	\$ 6,520.06
RIPRAP, GROUTED, 18 IN.	31	SYS	\$ 82.09	\$ 2,544.94
SEED MIXTURE, NATIVE	270	SYS	\$ 5.62	\$ 1,518.00

The clearing right of way item has been added to due to the amount of clearing that will be required to complete the proposed work. Also added to this proposal is a repriced common excavation item, this was included due to the character of the work as well as the accessibility of the working location. An additional MOB for seeding will be required and charged at the contract unit price for Item 102.

Rieth-Riley would like to propose performing the concrete work in conjunction with the 96<sup>th</sup> St. concrete work. Through doing so, Carmel would save the cost of an additional mobilization and adjusted unit prices for items 82 & 85. If this is not possible, Rieth-Riley will proceed with submitting an added cost proposal for the referenced items. The remaining items required to complete the proposed work will be performed at the contract unit prices.

Please see attached back-up documentation for your use. If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*

Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/6/18 Work Performed: Enterprise Dr. Ditch Grading  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone Parkway  
 FORCE ACCOUNT/EXTRA WORK FOR: RIGHT OF WAY CLEARING

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$30.51	\$0.00
FINISHER				0.00	\$26.22	\$0.00
FOREMAN				0.00	\$35.80	\$0.00
LABORER				0.00	\$25.22	\$0.00
MECHANIC				0.00	\$35.80	\$0.00
OPERATOR (103)				0.00	\$34.80	\$0.00
OPERATOR (841)				0.00	\$33.25	\$0.00
OPERATOR OILER (103)				0.00	\$30.66	\$0.00
QA TECH				0.00	\$25.22	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$44.80	\$0.00
TEAMSTER				0.00	\$28.41	\$0.00

TOTAL LABOR 7.50 % x LINE (2) \$0.00 (2)  
 FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$22.32	=	\$0.00
COMBINATION	0.00	x	\$15.16	=	\$0.00
FINISHER	0.00	x	\$15.16	=	\$0.00
FOREMAN	0.00	x	\$18.41	=	\$0.00
LABORER	0.00	x	\$15.16	=	\$0.00
MECHANIC	0.00	x	\$18.41	=	\$0.00
OPERATOR (103)	0.00	x	\$18.41	=	\$0.00
OPERATOR (841)	0.00	x	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$17.66	=	\$0.00
QA TECH	0.00	x	\$15.16	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$18.41	=	\$0.00
TEAMSTER	0.00	x	\$14.91	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



11/6/2018

Enterprise Dr. Ditch Grading

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

MATERIALS PURCHASED \$0.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL: LINE (18) + (19) \$0.00 (20)

12 % x LINE (20) \$0.00 (21)

GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$0.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$0.00 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$0.00 (26)

12 % x LINE (26) \$0.00 (27)

GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$0.00 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Gradex: Clearing ROW	\$15,220.00

TOTAL SUBCONTRACT WEEK ENDING \$15,220.00 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$300.00 (31)

7 % x LINE (30) OVER \$3,000.00 \$855.40 (32)

GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$16,375.40 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) &amp; (33) \$16,375.40 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$180.13 (35)

10 % x LINE (35) \$18.01 (36)

TOTAL EXTRA WORK LINES: (34) + (35) + (36) \$16,573.54 (37)



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/8/18 Work Performed: Enterprise Dr. Ditch Grading  
 CONTRACT: 16-ENG-05 PROJECT: 98th & Keystone Parkway  
 FORCE ACCOUNT/EXTRA WORK FOR: COMMON EXCAVATION

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS				RATE	EXTENSION
	Regular	Overtime	Doubletime	TOTAL		
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$30.51	\$0.00
FINISHER				0.00	\$26.22	\$0.00
FOREMAN				0.00	\$35.80	\$0.00
LABORER				0.00	\$25.22	\$0.00
MECHANIC				0.00	\$35.80	\$0.00
OPERATOR (103)				0.00	\$34.80	\$0.00
OPERATOR (841)				0.00	\$33.25	\$0.00
OPERATOR OILER (103)				0.00	\$30.66	\$0.00
QA TECH				0.00	\$25.22	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$44.80	\$0.00
TEAMSTER				0.00	\$28.41	\$0.00

TOTAL LABOR 0.00 (2)  
 FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$15.16	=	\$0.00
FINISHER	0.00	X	\$15.16	=	\$0.00
FOREMAN	0.00	X	\$18.41	=	\$0.00
LABORER	0.00	X	\$15.16	=	\$0.00
MECHANIC	0.00	X	\$18.41	=	\$0.00
OPERATOR (103)	0.00	X	\$18.41	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$17.66	=	\$0.00
QA TECH	0.00	X	\$15.16	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.41	=	\$0.00
TEAMSTER	0.00	X	\$14.91	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



11/6/2018

Enterprise Dr. Ditch Grading

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$0.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL LINE (18) + (19) \$0.00 (20)

12 % x LINE (20) \$0.00 (21)

GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$0.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$0.00 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$0.00 (26)

12 % x LINE (26) \$0.00 (27)

GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$0.00 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Gradex: Common Excavation (85 CYS)	\$5,936.55

TOTAL SUBCONTRACT WEEK ENDING \$5,936.55 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$300.00 (31)

7 % x LINE (30) OVER \$3,000.00 \$205.56 (32)

GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$6,442.11 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) &amp; (33) \$6,442.11 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$70.86 (35)

10 % x LINE (35) \$7.09 (36)

TOTAL EXTRA WORK LINES: (34) + (35) + (36) \$6,520.06 (37)



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/8/18 Work Performed: Enterprise Dr. Ditch Grading  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone Parkway  
 FORCE ACCOUNT/EXTRA WORK FOR: RIP RAP, GROUTED

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$30.51	\$0.00
FINISHER				0.00	\$26.22	\$0.00
FOREMAN				0.00	\$35.80	\$0.00
LABORER				0.00	\$25.22	\$0.00
MECHANIC				0.00	\$35.80	\$0.00
OPERATOR (103)				0.00	\$34.80	\$0.00
OPERATOR (841)				0.00	\$33.25	\$0.00
OPERATOR OILER (103)				0.00	\$30.68	\$0.00
QA TECH				0.00	\$25.22	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$44.80	\$0.00
TEAMSTER				0.00	\$28.41	\$0.00

TOTAL LABOR \$0.00 (2)  
 FICA 7.50 LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$15.16	=	\$0.00
FINISHER	0.00	X	\$15.16	=	\$0.00
FOREMAN	0.00	X	\$18.41	=	\$0.00
LABORER	0.00	X	\$15.16	=	\$0.00
MECHANIC	0.00	X	\$18.41	=	\$0.00
OPERATOR (103)	0.00	X	\$18.41	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$17.66	=	\$0.00
QA TECH	0.00	X	\$15.16	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.41	=	\$0.00
TEAMSTER	0.00	X	\$14.91	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % X LINE (2) \$0.00 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % X LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % X LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % X LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



11/6/2018

Enterprise Dr. Ditch Grading

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$0.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL: LINE (18) + (19) \$0.00 (20)

12 % x LINE (20) \$0.00 (21)

GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$0.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$0.00 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$0.00 (26)

12 % x LINE (26) \$0.00 (27)

GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$0.00 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Gradex: 18 IN Grouted Rip Rap (31 SYS)	\$2,285.92

TOTAL SUBCONTRACT WEEK ENDING \$2,285.92 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$228.59 (31)

7 % x LINE (30) OVER \$3,000.00 \$0.00 (32)

GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$2,514.51 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) &amp; (33) \$2,514.51 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$27.66 (35)

10 % x LINE (35) \$2.77 (36)

TOTAL EXTRA WORK LINES: (34) + (35) + (36) \$2,544.94 (37)



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE:	11/8/18	Work Performed:	Enterprise Dr. Ditch Grading
CONTRACT:	16-ENG-05	PROJECT:	96th & Keystone Parkway
FORCE ACCOUNT/EXTRA WORK FOR:	SEED MIXTURE, NATIVE		

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$30.51	\$0.00
FINISHER				0.00	\$28.22	\$0.00
FOREMAN				0.00	\$35.80	\$0.00
LABORER				0.00	\$25.22	\$0.00
MECHANIC				0.00	\$35.80	\$0.00
OPERATOR (103)				0.00	\$34.80	\$0.00
OPERATOR (841)				0.00	\$33.25	\$0.00
OPERATOR OILER (103)				0.00	\$30.66	\$0.00
QA TECH				0.00	\$25.22	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$44.80	\$0.00
TEAMSTER				0.00	\$28.41	\$0.00

TOTAL LABOR					\$0.00 (2)
FICA	7.60	%	x	LINE (2)	\$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$22.32	=	\$0.00
COMBINATION	0.00	x	\$15.16	=	\$0.00
FINISHER	0.00	x	\$15.16	=	\$0.00
FOREMAN	0.00	x	\$18.41	=	\$0.00
LABORER	0.00	x	\$15.16	=	\$0.00
MECHANIC	0.00	x	\$18.41	=	\$0.00
OPERATOR (103)	0.00	x	\$18.41	=	\$0.00
OPERATOR (841)	0.00	x	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$17.66	=	\$0.00
QA TECH	0.00	x	\$15.16	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$18.41	=	\$0.00
TEAMSTER	0.00	x	\$14.91	=	\$0.00

TOTAL FRINGES					\$0.00 (4)
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WORKERS COMPENSATION	5.72	%	x	LINE (2)	\$0.00 (5)
BODILY INJURY / PROPERTY DAMAGE INSURANCE	5.80	%	x	LINE (2)	\$0.00 (6)
STATE UNEMPLOYMENT	3.65	%	x	LINE (2)	\$0.00 (7)
FEDERAL UNEMPLOYMENT	0.40	%	x	LINE (2)	\$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)					\$0.00 (9)
TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9					\$0.00 (10)
20 % x LINE (10)					\$0.00 (11)
GRAND TOTAL LABOR LINES (10) + (11)					\$0.00 (12)



11/11/2018

Enterprise Dr. Ditch Grading

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL: LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Roudebush Grading: SEED MIXTURE, NATIVE (270 SYS)	\$1,363.50

TOTAL SUBCONTRACT WEEK ENDING	\$1,363.50	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$136.35	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	\$1,499.85	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) & (33)	\$1,499.85	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$16.50	(35)
10 % x LINE (35)	\$1.65	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	\$1,518.00	(37)





**GRADEX**  
FAMILY OWNED SINCE 1973

9/18/2018  
3:23 PM

16-ENG-05 96TH & KEYSTONE

Rleth-Riley

**Recapitulation of Costs**

Tom Wood Ditch East of Enterprise (REV 9.18.18)

Description	Quantity	Units		Labor Total		Equipment Total		Materials Total		Subs Total	
CLEARING RIGHT OF WAY - TOM WOOD DITCH	1.00	LS		\$ 3,450.00		\$ 11,770.00					
EARTHWORK - TOM WOOD DITCH	85.00	CYS		\$ 1,934.38		\$ 4,002.17					
RIPRAP, GROUTED, 18 IN	31.00	SYS		\$ 190.49		\$ 173.68		\$ 1,715.85			
Subtotal				\$ 5,574.87		\$ 15,945.85		\$ 1,715.85		\$ -	
Allowable Markup			0%	\$ -	0%	\$ -	12%	\$ 205.90	15%	\$ -	
Subtotal				\$ 5,574.87		\$ 15,945.85		\$ 1,921.75		\$ -	
Total Cost											\$ 23,442.47

Revised for extension of ditch bottom grading northeast to Marie Dr culvert



# Cost Report

Gradex Inc.

7

Mark Wilson

Page 1 of 3

17191-B

Tom Wood Ditch East of Enterprise

09/18/2018 3:17 PM

## Bid Item

10

## CLEARING RIGHT OF WAY

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	3,450.00	0.00	3,450.00	6,290.00	0.00	0.00	0.00	5,480.00	15,220.00
Total	3,450.00	0.00	3,450.00	6,290.00	0.00	0.00	0.00	5,480.00	15,220.00

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
45.0000	0.0222	45.0000	338.2222	76.6667	76.6667	0.0667

Activity: 021500 Excavator Quantity: 1 Unit: AC

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	3,065.00	0.00	3,065.00	4,540.00	0.00	0.00	0.00	5,480.00	13,085.00
Total	3,065.00	0.00	3,065.00	4,540.00	0.00	0.00	0.00	5,480.00	13,085.00

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
7,605.0000	10.0000	0.1000	760.5000	1.0000	1.0000	1.0000	13,085.0000

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
40.0000	0.0250	40.0000	76.6250	3,065.0000

Calendar: 60 10 HR 6 DAY Hrs/Shift: 10 WC: Code not found.

Crew: CL50 CLEARING - EXCAVATOR Prod: US 1 Eff: 100.00 Crew Hrs: 10.00 Labor Pcs: 4.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5HAUL	Trucking - Sub	1.00	40.00	HR	137.00	100.00	137.00	5,480.00
8DD6	D6 Dozer	1.00	10.00	HR	197.00	100.00	197.00	1,970.00
8E40	336 Excavator	1.00	10.00	HR	218.00	100.00	218.00	2,180.00
8TMT	Mechanics Truck	1.00	10.00	HR	39.00	100.00	39.00	390.00
FM	Foreman	1.00	10.00	MH	90.00	100.00	90.00	900.00
LG	General Laborer	1.00	10.00	MH	62.50	100.00	62.50	625.00
OP	Operator	2.00	20.00	MH	77.00	100.00	77.00	1,540.00

Activity: 130850 Utility Exploration Quantity: 5 Unit: HR

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	77.00	0.00	77.00	350.00	0.00	0.00	0.00	0.00	427.00
Total	385.00	0.00	385.00	1,750.00	0.00	0.00	0.00	0.00	2,135.00

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
427.0000	1.0000	1.0000	427.0000	0.5000	10.0000	0.1000	4,270.0000

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
5.0000	1.0000	1.0000	77.0000	77.0000

Calendar: 50 10 HR 5 DAY Hrs/Shift: 10 WC: Code not found.

Crew: XVAC VAC TRUCK Prod: UH 1 Eff: 100.00 Crew Hrs: 5.00 Labor Pcs: 1.00 Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8TVT	Vac Truck	1.00	5.00	HR	350.00	100.00	350.00	1,750.00
OP	Operator	1.00	5.00	MH	77.00	100.00	77.00	385.00

## Bid Item

20

## EARTHWORK

Takeoff Qty: 125.000 CY

Bid Qty: 85.000 CY

Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
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U. Cost	15.48	0.00	15.48	17.22	0.00	0.00	0.00	14.80	47.49
Total	1,934.38	0.00	1,934.38	2,152.67	0.00	0.00	0.00	1,849.50	5,936.55
Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH			
24.9700	5.0060	0.1998	237.7473	77.4682	77.4682	18.0722			

Activity: 045149 Cut to Waste (Hourly Trucks) Quantity: 125 Unit: CY

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	12.79	0.00	12.79	15.88	0.00	0.00	0.00	14.80	43.46
Total	1,598.43	0.00	1,598.43	1,984.92	0.00	0.00	0.00	1,849.50	5,432.85
Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift		
28.6668	0.0333	29.9998	859.9971	0.4167	299.9976	0.0033	13,038.7357		
Manhours		Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit				
20.8400		5.9981	0.1667	76.7001	12.7874				

Calendar: 60 10 HR 6 DAY Hrs/Shift: 10 WC: Code not found.

Crew: EW40 EXC - ON-ROAD Prod: UH 30 Eff: 100.00 Crew Hrs: 4.17 Labor Pcs: 5.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
5HAUL	Trucking - Sub	1.00	13.50	HR	137.00	100.00	137.00	1,849.50
8DD6	D6 Dozer	1.00	4.17	HR	197.00	100.00	197.00	821.49
8E40	336 Excavator	1.00	4.17	HR	218.00	100.00	218.00	909.06
8XSS	Skid Steer	1.00	4.17	HR	61.00	100.00	61.00	254.37
FM	Foreman	1.00	4.17	MH	90.00	100.00	90.00	375.30
LG	General Laborer	1.00	4.17	MH	62.50	100.00	62.50	260.63
OP	Operator	3.00	12.50	MH	77.00	100.00	77.00	962.50

Activity: 051269 Grade Other Areas Quantity: 2200 Unit: SY

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	0.15	0.00	0.15	0.08	0.00	0.00	0.00	0.00	0.23
Total	335.95	0.00	335.95	167.75	0.00	0.00	0.00	0.00	503.70
	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit		\$/Shift
	0.2290	0.0013	800.0000	183.1636	0.2750	8,000.0000	0.0001		1,831.6364
	Manhours		Unit/MH	MH/Unit		Total Labor/MH			Base Labor/Unit
	4.1300		532.6877	0.0019		81.3438			0.1527

Calendar: 60 10 HR 6 DAY Hrs/Shift: 10 WC: Code not found.

Crew: GC50 GRADE - GPS D5 Prod: US 8000 Eff: 100.00 Crew Hrs: 2.75 Labor Pcs: 1.50 Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8XSS	Skid Steer	1.00	2.75	HR	61.00	100.00	61.00	167.75
FM	Foreman	0.50	1.38	MH	90.00	100.00	90.00	124.20
OP	Operator	1.00	2.75	MH	77.00	100.00	77.00	211.75

## Biditem

# 30

## RIPRAP, GROUTED, 18 IN

Takeoff Qty: 31.000 SY

Bid Qty: 31.000 SY

	Base Labor	Burden	Total Labor	Equipment	Perm Mats	Const Mats	Sub	Trucking	Total
U. Cost	6.14	0.00	6.14	5.60	55.35	0.00	0.00	0.00	67.10
Total	190.49	0.00	190.49	173.68	1,715.85	0.00	0.00	0.00	2,080.02
Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH			
2.5800	12.0155	0.0832	806.2093	73.8333	73.8333	59.9961			

Activity: 012281 Revetment Riprap Quantity: 31 Unit: SY



	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
U. Cost	6.14	0.00	6.14	5.60	55.35	0.00	0.00	0.00	67.10
Total	190.49	0.00	190.49	173.68	1,715.85	0.00	0.00	0.00	2,080.02

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
11.7474	0.0167	59.9961	704.7997	0.0517	599.9613	0.0017	40,255.8545

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
2.5800	12.0155	0.0832	73.8333	6.1448

Calendar: 60 10 HR 6 DAY Hrs/Shift: 10 WC: Code not found.

Crew: EC50 EROSION - 336 EXCAVATOR Prod: UH 60 Eff: 100.00 Crew Hrs: 0.52 Labor Pcs: 5.00 Equipment Pcs: 2.00

Resource	Description	Pcs/Wate	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2AGGREV	Revetment Riprap	1.00	31.00	TN	21.10	100.00	21.10	654.10
2CGRT	9 Bag Grout	1.00	7.75	CY	137.00	100.00	137.00	1,061.75
8E40	336 Excavator	1.00	0.52	HR	218.00	100.00	218.00	113.36
8LW4	930 Loader	1.00	0.52	HR	116.00	100.00	116.00	60.32
FM	Foreman	1.00	0.52	MH	90.00	100.00	90.00	46.80
LG	General Laborer	2.00	1.03	MH	62.50	100.00	62.50	64.38
OP	Operator	2.00	1.03	MH	77.00	100.00	77.00	79.31

#### Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Trucking	Total
Total	5,575	0	5,575	8,616	1,716	0	0	7,330	23,237

#### Job Notes

\*\*\*THIS ESTIMATE USE T&M RATES SET BY GRADEX\*\*\*

\*\*\*\*\*Estimate created on: 08/24/2018 by User#: 7 - Mark Wilson

Source estimate used: T:\HEAVYBID\EST\GXT&M

#### Calendars Used In Estimate

60 10 HR 6 DAY  
50 10 HR 5 DAY



**From:** [Randy Robertson](#)  
**To:** [Mark Wilson](#)  
**Subject:** Re: 96th & Keystone  
**Date:** Monday, August 27, 2018 1:23:14 PM  
**Attachments:** [image002.png](#)

---

Mark,

9 Bag grout for rip rap would be \$137.00 Net per cy

Randy Robertson  
Irving Materials, Inc.  
Central Indiana Sales  
317-296-0148

Ask me about imi QC Initiative

<https://www.youtube.com/watch?v=nFIJp1cYbeY&feature=youtu.be>

On Fri, Aug 24, 2018 at 10:29 AM, Mark Wilson <[mwilson@gradexinc.com](mailto:mwilson@gradexinc.com)> wrote:

Randy,

Carmel is wanting to add an item to our contract for grouted riprap which would be performed here within the next month. I have honestly never had this item on one of my contracts before and was curious if IMI has a mix design set up for an item like this already, and what pricing would be? This is a Carmel project, but INDOT specs are applicable. Please let me know. Thanks.

Mark Wilson

Project Manager



[12900 N Meridian St, Suite 120](#)

[Carmel, IN 46032](#)

317-573-3970





<b>Proposal Submitted To:</b> Rieth-Riley  Phone Fax  <b>Attention</b> Tyler Joseph	<b>Job Name</b> 96th and Keystone Improvements C.O. 2 <b>Location</b> Carmel <b>Date</b> 8/30/18 <b>Revisions</b> <b>Estimated By:</b> Gregg Lecher 317-710-8777
---	--

Line Item	Description	Quantity	Unit	Unit Price	Total
2001	Low Profile Prairie Seed Mix	270	SYS	\$ 5.05	\$ 1,363.50
	Line item 102 Mobilization and Demobilization for Seeding and line item 103 Erosion Control Blanket will be charged out at the contract unit prices				

TOTAL

**\$1,363.50**

### Special Conditions

1	Seed and sod prices exclude finish grading, sod notching, debris removal, and soil preparation.
2	This proposal excludes sales tax.
3	Topsoil and topsoil placement has been excluded from this proposal.
4	Erosion control reporting, maintenance, and removal has been excluded from proposal.
5	Proposal based on work being performed within a standard Monday through Friday work week.
6	Lawn maintenance including mowing, spraying, and post fertilization has been excluded from this proposal.
7	Soil testing, organic, and inorganic soil amendments have been excluded from this proposal.
8	Additional mobilizations for seeding will cost \$250 each.
9	Traffic Control has been excluded from this proposal.
10	Quantity was provided by Tyler Joseph. Invoicing shall be based on actual installed quantities at the unit price shown.
11	Proposal excludes all bonding and railroad protective liability insurance.
12	Proposal is bid as a complete package. Pricing is subject to change if any quantity is deleted from this proposal.

### Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

**Authorized Agent Signature and Printed Name**

Date \_\_\_\_\_



## Low Profile Prairie

This prairie seed mix provides a wide range of shorter prairie grass, sedge, and wildflower species. Most species will grow to 4 feet or less, making this an ideal mix for areas where taller forbs and grasses are not appropriate. Once established, this wildflower community displays a variety of colors, blooming from early spring to fall, creating a diverse habitat for birds, butterflies, moths, and other pollinators. This seed mix is suitable for medium-to-dry sites. This seed mix includes at least 5 of 6 native permanent grass and sedge species and 29 of 34 native forb species. Apply at 38.67 PLS pounds per acre.

Botanical Name	Common Name	PLS #/Acre
<b>Permanent Grasses/Sedges</b>		
<i>Bouteloua curtipendula</i>	Side Oats Grama	16.00
<i>Carex spp.</i>	Prairie Sedge Mix	4.00
<i>Elymus canadensis</i>	Canada Wild Rye	32.00
<i>Koeleria pyramidata</i>	June Grass	1.00
<i>Panicum virgatum</i>	Switch Grass	1.00
<i>Schizachyrium scoparium</i>	Little Bluestem	36.00
Total		90.00
<b>Temporary Cover</b>		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
Total		460.00
<b>Forbs</b>		
<i>Amorpha canescens</i>	Lead Plant	0.50
<i>Anemone cylindrica</i>	Thimbleweed	0.50
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Asclepias tuberosa</i>	Butterfly Weed	2.00
<i>Baptisia alba</i>	White Wild Indigo	2.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	12.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00
<i>Coreopsis palmata</i>	Prairie Coreopsis	1.00
<i>Dalea candida</i>	White Prairie Clover	1.50
<i>Dalea purpurea</i>	Purple Prairie Clover	1.50
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	3.00
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	7.00
<i>Eriogonum yuccifolium</i>	Rattlesnake Master	3.00
<i>Lespedeza capitata</i>	Round-Head Bush Clover	2.00
<i>Liatris aspera</i>	Rough Blazing Star	0.50
<i>Lupinus perennis</i>	Wild Lupine	4.00
<i>Monarda fistulosa</i>	Wild Bergamot	0.75
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Pentstemon integrifolium</i>	Wild Quinine	1.00
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.50
<i>Penstemon hirsutus</i>	Hairy Beard Tongue	0.50
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	1.00
<i>Ratibida cinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	5.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	1.00
<i>Silphium terebinthinaceum</i>	Prairie Dock	0.50
<i>Solidago speciosa</i>	Shaw's Goldenrod	0.50
<i>Symphoricarpos ericoides</i>	Heath Aster	0.25
<i>Symphoricarpos laevis</i>	Smooth Blue Aster	1.00
<i>Symphoricarpos novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohimensis</i>	Common Spiderwort	0.75
<i>Verbena stricta</i>	Hoary Vervain	1.00
<i>Vernonia sp.</i>	Ironweed Mix	1.75
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
Total		69.75

## Prairie Seed Mixes



*Dalea purpurea*, Purple Prairie Clover



*Oligoneuron rigidum*, Stiff Goldenrod



*Tradescantia ohimensis*, Common Spiderwort

For current pricing, availability, and information on our full installation and management services, visit [cardnonativeplantnursery.com](http://cardnonativeplantnursery.com)



Klass, Nicole

---

**From:** Conarroe, Tim  
**Sent:** Wednesday, July 17, 2019 4:05 PM  
**To:** Tyler Joseph  
**Cc:** Klass, Nicole; Chris Ogg  
**Subject:** RE: Enterprise Dr. Ditch Improvements REVISED Proposal

Tyler,

We have reviewed your proposal for the Enterprise Ditch Improvements (REVISED 11-06-2018) and discussed with City of Carmel. We are in agreement with the proposed unit pricing for the items listed in this proposal. We also understand that there are additional items of work associated with these improvements that will be performed at Contract Unit Prices. You may begin work on these improvements at your convenience.

Please let me know if you have additional questions.

Thanks.

Tim Conarroe

**From:** Tyler Joseph [mailto:tjoseph@rieth-riley.com]  
**Sent:** Wednesday, November 07, 2018 12:45 PM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Cc:** Klass, Nicole <nklass@structurepoint.com>; Chris Ogg <cogg@carmel.in.gov>  
**Subject:** RE: Enterprise Dr. Ditch Improvements REVISED Proposal

Tim,

See below responses in [red](#), and attached revision. Let me know if you have questions. Thanks



**From:** Conarroe, Tim  
**Sent:** Tuesday, November 06, 2018 12:37 PM  
**To:** Tyler Joseph  
**Cc:** Klass, Nicole ; Chris Ogg  
**Subject:** RE: Enterprise Dr. Ditch Improvements REVISED Proposal

**CAUTION:** This email originated from outside Rieth-Riley Construction.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Helpdesk



Tyler,

I have reviewed the (Revised) proposal for the additional grading along the Enterprise Ditch from Enterprise Drive to Marie Drive. I have the following questions regarding the proposal...

- 1) I noticed that you added the markup for bond rate on the revised proposal. Was this inadvertently left off of the original proposal? **This was inadvertently left off the first proposal.**
- 2) Gradex changed the quantity for Common Excavation from 85 CYS to 125 CYS in their Revised proposal. This change was not reflected on your revised proposal cover sheet. **The intent was to keep the quantity in line with the engineers quantity.**
- 3) I don't think your spreadsheet is calculating markup correctly for the Common Excavation item. Please check the amount over \$3,000 line in your spreadsheet.  
**See attached Revision.**
- 4) I believe that you have not carried the correct amount from the Gradex line item for Grouted RipRap to your spreadsheet for markup.  
**I believe the number in my spreadsheet is correct. Maybe you were missing the Gradex material markup in your calculations?**

Please look into the above items and re-submit the proposal with revisions as required. Please let me know if you have any questions.

Tim Conarroe

From: Tyler Joseph [<mailto:tjoseph@rieth-riley.com>]  
Sent: Wednesday, September 19, 2018 9:42 AM  
To: Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
Subject: Enterprise Dr. Ditch Improvements REVISED Proposal

Tim,

Please see attached revised proposal. If you have any questions let me know.

Thanks,



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# ***RIETH-RILEY CONSTRUCTION Co., Inc.***

100% Quality • 100% Employee Owned • Over 100 Years

June 10<sup>th</sup>, 2019

Tim Conarro  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarro@structurepoint.com

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: Vac for End Treatment Installation SE End of Keystone**

Tim,

The following is the pricing and backup documentation for the additional cost that Rieth-Riley will incur for having to vac for the end treatment installation at the Southeast end of Keystone. Below is a summary:

Summary of Costs				
DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
Vac for end Treatment	1	LS	\$ 4,257.27	\$ 4,257.27
Installation SE Keystone				
<b>TOTAL</b>				<b>\$ 4,257.27</b>

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE:	6/10/19	Work Performed:	Vac Truck
CONTRACT:	16-ENG-05	PROJECT:	96th Street & Keystone Parkway
FORCE ACCOUNT/EXTRA WORK FOR:	Vac for End Treatment Installation SE end of Keystone		

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.28	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \$0.00 (2)

FICA 7.60 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	0.00	X	\$15.62	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)

20 % x LINE (10) \$0.00 (11)

GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$0.00 (18)  
 MATERIALS MANUFACTURED \$0.00 (19)  
  
 TOTAL: LINE (18) + (19) \$0.00 (20)  
 12 % x LINE (20) \$0.00 (21)  
 GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$0.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$0.00 (23)  
 TOTAL TRUCKING \$0.00 (24)  
 FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)  
 TOTAL LINES (23) + (24) + (25) \$0.00 (26)  
 12 % x LINE (26) \$0.00 (27)  
 GRAND TOTAL FOR EQUIPMENT LINES (26) + (27) \$0.00 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Vac Truck	\$3,847.08

TOTAL SUBCONTRACT WEEK ENDING \$3,847.08 (29)  
 10 % x LINE (30) \$3,000.00 OR LESS \$300.00 (31)  
 7 % x LINE (30) OVER \$3,000.00 \$59.30 (32)  
 GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$4,206.38 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33) \$4,206.38 (34)  
 2.25 % OF BOND RATE BASED UPON LINE (34) \$49.27 (35)  
 10 % x LINE (35) \$4.63 (36)  
 TOTAL EXTRA WORK LINES (34) + (35) + (36) \$4,257.27 (37)



**ICI FORCE ACCOUNT/EXTRA WORK  
JAMES H. DREW CORPORATION**

Jacob Sipe  
Submitted By

PAGE 1 OF 4

DREW JOB NO. 117548  
PROJECT NO. 96TH & KEYSTONE

DATE **June 10, 2019**  
CONTRACT 16-ENG-05

Description	Change Order Cost
VAC TRUCK FOR NB KEYSTONE FROM 465 WB	
	\$ 3,847.08

LABOR 109.04 (a)

WEEK ENDING:

EMPLOYEE	CRAFT	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
IRON WORKER	ST								0	31.29	-
	OT								0	46.94	-
	DT								0	62.58	-
OPERATOR	ST		8						8	36.05	288.40
	OT								0	54.08	-
	DT								0	72.10	-
TEAMSTER	ST								0	30.01	-
	OT								0	45.02	-
	DT								0	60.02	-
COMBINATION LABORER	ST								0	29.01	-
	OT								0	43.52	-
	DT								0	58.02	-
LABORER	ST		8						8	24.27	194.16
	OT								0	36.41	-
	DT								0	48.54	-

TOTAL LABOR 482.56 (1)

FICA 7.65% X LINE (1) 36.92 (2)

**FRINGES**

ELECTRICIANS	0	HRS X	18.50 =
LABORERS	8	HRS X	12.96 =
OPERATORS	8	HRS X	15.81 =
TEAMSTERS	0	HRS X	13.44 =
	0	HRS X	- =

TOTAL FRINGES 230.16 (3)

WORKMEN'S COMPENSATION  
BODILY INJURY INSURANCE  
PROPERTY DAMAGE INSURANCE  
STATE UNEMPLOYMENT  
FEDERAL EMPLOYMENT

2.84% X LINE (1)	<u>13.70 (4)</u>
4.50% X LINE (1)	<u>21.72 (5)</u>
0.85% X LINE (1)	<u>4.10 (6)</u>
8.92% X LINE (1)	<u>43.04 (7)</u>
0.90% X LINE (1)	<u>4.34 (8)</u>

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)

TOTAL LINES 1, 2, 3, 4, 5, 6, 7, 8, & 9

20% X LINE (10)

GRAND TOTAL LABOR LINES (10) + (11)

(9)

836.54 (10)

167.31 (11)

\$ 1,003.85 (12)



## INSURANCE, TAXES 109.04 (b)

INSURANCE  
TAXES

(13)

(14)

0

PAGE 2 OF 4

TOTAL LINES (13) + (14)

- (15)

10% X LINE (15)

- (16)

GRAND TOTAL FOR INSURANCE, TAXES: LINE (15) + (16)

- (17)

## MATERIALS 109.04 (c)

MATERIALS WEEK ENDING

(ATTACH COPIES OF INVOICES)

See Page 4 of 4

TOTAL MATERIALS

- (18)

12% X LINE (18)

- (19)

GRAND TOTAL FOR MATERIALS: LINE (18) + (19)

- (20)

## EQUIPMENT 109.04 (d)

CONTRACTOR OWNED	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
1 POST DRIVER TANDEM								0	99.88	-
2 POST DRIVER SINGLE AXLE								0	86.50	-
3 FOREMANS TRUCK								0	22.83	-
4 SKID STEER								0	34.81	-
5 TRUCK CRANE (13 TON) W/DIGGER								0	111.38	-
6 AIR COMPRESSOR W/TOOLS- 185 HP								0	19.40	-
7 TRAILER 10 TON								0	4.24	-
8 POLE TRAILER - 8 TON								0	4.60	-
9 BACKHOE 580 EXTEND-A-HOE								0	39.25	-
10 DUMP TRUCK								0	48.58	-
11 CONCRETE SAW, 85 HP								0	9.80	-
12 FLAT BED TRUCK								0	48.56	-
13 BORING MACHINE								0	42.00	-
14 LOOP SEALANT HOT MELTER								0	40.00	-

TOTAL CONTRACTOR OWNED EQUIPMENT

- (21)

RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES)

- (22)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS

0 (23)

TOTAL LINES (21) + (22) + (23)

- (24)

12% X LINE (24)

- (25)

GRAND TOTAL EQUIPMENT LINES (24) + (25)

\$ (26)



Equipment Rental 109.04 (d)

0

PAGE 3 OF 4

Equipment Rental Week Ending \_\_\_\_\_

Item	Description	Qty	Unit	Rate	Extension
1					
2					
3					
4					
5					
6					

Subcontracts 109.04 (d) \_\_\_\_\_

Rental Total

Item	Subcontractor	Amount
1	BADGER	2,584.75
2		
3		
4		
5		
6		
7		

TOTAL SUBCONTRACT WEEK ENDING	2,584.75 (27)
TOTAL SUBCONTRACT TO DATE	2,584.75 (28)
10% X LINE (28) \$3,000 OR LESS	258.48 (29)
7% X LINE (28) OVER \$3,000	FALSE (30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30)	2,843.23 (31)

TOTAL LINES (12) (17) (20) (26) & (31)	\$ 3,847.08 (32)
0 % OF BOND RATE BASED UPON LINE (32)	- (33)
10% X LINE (33)	- (34)
TOTAL EXTRA WORK LINE (32) + (33) + (34)	3,847.08 (35)



**Materials**

Item	Description	Qty	Unit	Unit Price	Extension
1					
2					-
3					-
4					-
5					-
6					-
7					-
8					-
9					
10					
11					
12					
13					
14					-
15					
16					
17					
18					
19					
20					

**MATERIAL TOTAL**





8930 Motorsports Way  
Brownsburg, IN 46112  
C: 317-619-3991

"An equal opportunity employer"

## Proposal

DATE:	6/6/2019
REFERENCE #:	190606JC
PREPARED BY:	Adam Amick
APPROVED BY:	Cary Johnson

Customer Information				
Company:	James H Drew Corporation	Phone (o):		Phone (m): 317-876-3739
Contact:	Melissa Vargo	E-mail:	mvargo@jameshdrew.com	
Office Address:	8701 Zionsville Rd	Title:	Preconstruction Engineer	
City/State:	Indianapolis, IN 46268	Account #:		
Service Location:	96th and Keystone	Misc:	No remote pipe needed	
Scope of Work				
Badger unit will hydro-vac (18) holes @ 1'W x 4'D. Est. time to complete scope is (1) 10 hr day				
Disposition off load and water will be provided by Badger.				
Client is responsible for Informing Badger operator when job is completed to spec. and securing holes/trenches.				
Regular Rates apply up to ten (10) hours/day Monday - Friday				
Overtime Rates apply after ten (10) hours and Saturdays				
Description	Price	UM	Qty	Amount
Badger Hydrovac with Operator	\$ 230.00	/hour	10	\$ 2,300.00
Badger Hydrovac Overtime	\$ 265.00	/hour		\$ -
Water ( Unless Provided )	\$ 25.00	/load	1	\$ 25.00
Disposition Offload	\$ 125.00	/load	1	\$ 125.00
Work Will Be Charged As T&M Rates				
With port to port pricing listed above				
Fluctuating Fuel Recovery Fee (FFR Fee) 5.50% rate				

*This proposal contains the estimated price to complete the work as described above in Scope of Work. If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc.), then additional charges shall apply.*

Subtotal: \$ 2,450.00  
FFR \$ 134.75  
**TOTAL: \$ 2,584.75**

Company: James H Drew Corporation

PO#

Name (please print):

Title:

Signature:

Date:

*I am authorized to bind the Company*





**From:** [Conarroe, Tim](#)  
**To:** [Klass, Nicole](#)  
**Subject:** FW: Vac for End Treatment Install Proposal  
**Date:** Wednesday, June 12, 2019 8:45:14 AM  
**Attachments:** [image002.png](#)

---

Tim Conarroe

**From:** Ogg, Chris (<mailto:cogg@carmel.in.gov>)  
**Sent:** Tuesday, June 11, 2019 8:28 AM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Subject:** RE: Vac for End Treatment Install Proposal

Tim,

Please approve it.

Thanks.

**Chris Ogg, PE**

Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O. 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

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**From:** Conarroe, Tim (<mailto:TConarroe@structurepoint.com>)  
**Sent:** Tuesday, June 11, 2019 7:53 AM  
**To:** Ogg, Chris  
**Subject:** FW: Vac for End Treatment Install Proposal  
**Importance:** High

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Good morning Chris!

Please see the attached proposal from R-R for additional work to install the TGB transition and end treatment at the south end of Wall 3 (Butler Toyota). Due to the proximity of the AT&T duct bank, Drew will need to use a vac truck to excavate for posts instead of using a post driver. There is also a small amount of additional labor to backfill around posts. I don't see a problem with this. They would



like to do this work today.

Thanks.

Tim Conarroe

**From:** Tyler Joseph [<mailto:tjoseph@rieth-riley.com>]  
**Sent:** Monday, June 10, 2019 4:05 PM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>; Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
**Cc:** Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>  
**Subject:** Vac for End Treatment Install Proposal  
**Importance:** High

Tim/Nicole,

Please see attached. Any chance you can review this afternoon, Drew plans to install tomorrow.

Thanks,



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# **RIETH-RILEY CONSTRUCTION Co., Inc.**

100% Quality • 100% Employee Owned • Over 100 Years

September 26<sup>th</sup>, 2019

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: Engineering Cost for Bridge Construction Change No.4**

Tim,

The following is the cost incurred by CES to revise the screed grades and update the surface for the new profile grade.

Summary				
DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
Engineering for Construction Change No.4	1	LS	\$ 1,280.31	\$ 1,280.31
<b>TOTAL</b>				<b>\$ 1,280.31</b>

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 9/25/19 Work Performed: Bridge Construction Change No.4  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Update Screed Grades and Surface Profile

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \$0.00 (2)  
 FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$18.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	0.00	X	\$15.62	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



Construction Staking & Revised Grades

MATERIAL 109.05 (b)(3)

Screed Grade Revisions

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
					\$
					\$
					\$
				\$	\$
				\$	\$
				\$	\$

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL: LINE (18) + (19)	\$0.00	(20)
	\$0.00	(21)
GRAND TOTAL FOR MATERIALS LINE (20) + (21)	\$0.00	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT
Construction Engineering (CES)	\$1,150.00

TOTAL SUBCONTRACT WEEK ENDING	\$1,150.00	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$115.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$1,265.00	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	\$1,265.00	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$13.92	(35)
10 % x LINE (35)	\$1.39	(36)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$1,280.31	(37)



# Invoice

Date	Invoice #
9/17/2019	2019-1233

Bill To
Reith-Riley 1751 W Minnesota St Indianapolis, IN 46221

P.O. Number		Terms	Rep	Project	
		Net 30		CS-180542_96th & Keystone	
Quantity	Serviced	Item Code	Description	Price Each	Amount
		Construction Staking	New Screed Elevation Input / Check & Change Grades For Moment Slab From Revision For Bridge Screeds	435.00	435.00
		Lump-Sum	Revise screeds grades on Southbound bridge & Revise surface for new profile grade over 96th. Change layout points.	715.00	715.00
			Sales Tax	7.00%	0.00
				<b>Total</b>	<b>\$1,150.00</b>
E-mail	billing@cesgps.com		Web Site	www.cesgps.com	
Phone #	812-843-3088				



**From:** Ogg, Chris  
**To:** Conarroe, Tim  
**Subject:** RE: Construction Engineering for Bridge Construction Change No.4  
**Date:** Friday, October 04, 2019 10:07:54 AM  
**Attachments:** image002.png

---

Approved. Thanks.

**Chris Ogg, PE**

Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

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**From:** Conarroe, Tim [mailto:TConarroe@structurepoint.com]  
**Sent:** Tuesday, October 01, 2019 10:47 AM  
**To:** Ogg, Chris  
**Subject:** FW: Construction Engineering for Bridge Construction Change No.4

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Chris,

CES (formerly SurveyTech) submitted an additional cost to revise the screed grades on the bridge and the road profile based on Bridge Construction Change #4. There is also some additional cost included for re-staking on site. I have reviewed the attached proposal and have no issues with the additional cost claimed. Let me know if you are in agreement with these additional costs.

Thanks.

Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

**From:** Tyler Joseph [mailto:tjoseph@rieth-riley.com]  
**Sent:** Thursday, September 26, 2019 12:48 PM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Cc:** Klass, Nicole <nklass@structurepoint.com>  
**Subject:** Construction Engineering for Bridge Construction Change No.4

Tim,



Please see attached proposal, let me know if you have any questions.



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# ***RIETH-RILEY CONSTRUCTION Co., Inc.***

100% Quality • 100% Employee Owned • Over 100 Years

November 4<sup>th</sup>, 2019

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway

RE: Construction Change No. 11

Tim,

The following is the pricing and backup documentation for Construction Change No. 11:

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
362	Barrier Wall Sign Bracket Assembly Median	1	Each	\$ 1,934.71	\$ 1,934.71
363	Barrier Wall Sign Bracket Shoulder, Saddle	5	Each	\$ 1,839.52	\$ 9,197.59
364	Barrier Wall Sign Bracket Shoulder, One Way Sign	2	Each	\$ 472.34	\$ 944.67

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/4/19 Work Performed: Construction Change No. 11  
 CONTRACT: 16-ENG-05 PROJECT: 86th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Item 362: Barrier Wall Sign Bracket Assembly Median

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS				RATE	EXTENSION
	Regular	Overtime	Doubletime	TOTAL		
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$38.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.95	\$0.00

TOTAL LABOR \$0.00 (2)  
 FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MANA	0.00	X	\$18.71	=	\$0.00
TEAMSTER	0.00	X	\$15.82	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Item 362: Barrier Wall Sign Bracket Assembly Median (1 EA)	\$1,737.80

TOTAL SUBCONTRACT WEEK ENDING	\$1,737.80	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$173.78	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$1,911.58	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33)	\$1,911.58	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$21.03	(35)
10 % x LINE (35)	\$2.10	(36)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$1,934.71	(37)



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/4/19 Work Performed: Construction Change No. 11  
 CONTRACT: 18-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Item 363: Barrier Wall Sign Bracket Shoulder, Saddle

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS				RATE	EXTENSION
	Regular	Overtime	Doubletime	TOTAL		
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$48.80	\$0.00
TEAMSTER				0.00	\$29.98	\$0.00

TOTAL LABOR \$0.00 (2)

FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$22.32	=	\$0.00
COMBINATION	0.00	x	\$18.14	=	\$0.00
FINISHER	0.00	x	\$15.86	=	\$0.00
FOREMAN	0.00	x	\$18.71	=	\$0.00
LABORER	0.00	x	\$15.86	=	\$0.00
MECHANIC	0.00	x	\$18.71	=	\$0.00
OPERATOR (103)	0.00	x	\$18.71	=	\$0.00
OPERATOR (841)	0.00	x	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$18.71	=	\$0.00
QA TECH	0.00	x	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$18.71	=	\$0.00
TEAMSTER	0.00	x	\$15.62	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$0.00 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)

20 % x LINE (10) \$0.00 (11)

GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Item 363. Barrier Wall Sign Bracket Shoulder, Saddle (5 EA x \$1681.80)	\$8,409.00

TOTAL SUBCONTRACT WEEK ENDING	\$8,409.00	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$300.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$378.63	(32)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$9,087.63	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33)	\$9,087.63	(34)
10 % OF BOND RATE BASED UPON LINE (34)	\$99.96	(35)
10 % x LINE (35)	\$10.00	(36)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$9,197.59	(37)



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE:	11/4/19	Work Performed:	Construction Change No. 11
CONTRACT:	18-ENG-05	PROJECT:	96th & Keystone
FORCE ACCOUNT/EXTRA WORK FOR:		Item 364: Barrier Wall Sign Bracket Shoulder, One Way Sign	

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.98	\$0.00

TOTAL LABOR					\$0.00 (2)
FICA	7.50	%	x	LINE (2)	\$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	0.00	X	\$15.62	=	\$0.00

TOTAL FRINGES					\$0.00 (4)
---------------	--	--	--	--	------------

WORKERS COMPENSATION	5.72	%	X	LINE (2)	\$0.00 (5)
BODILY INJURY / PROPERTY DAMAGE INSURANCE	5.80	%	X	LINE (2)	\$0.00 (6)
STATE UNEMPLOYMENT	3.85	%	X	LINE (2)	\$0.00 (7)
FEDERAL UNEMPLOYMENT	0.40	%	X	LINE (2)	\$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)					\$0.00 (9)
TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9					\$0.00 (10)
20 % x LINE (10)					\$0.00 (11)
GRAND TOTAL LABOR LINES (10) + (11)					\$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	LINE	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
Item 364: Barrier Wall Sign Bracket Shoulder, One Way Sign (2EA x \$424.26)	\$848.52

TOTAL SUBCONTRACT WEEK ENDING	\$848.52	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$84.85	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$933.37	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) & (33)	\$933.37	(34)
10 % OF BOND RATE BASED UPON LINE (34)	\$10.27	(35)
10 % x LINE (35)	\$1.03	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	\$944.67	(37)



**ICI FORCE ACCOUNT/EXTRA WORK  
JAMES H. DREW CORPORATION**

Jon Richards

Submitted By

PAGE 1 OF 4

DREW JOB NO. 517548  
PROJECT NO. \_\_\_\_\_

DATE **November 1, 2019**  
CONTRACT **16 - ENG - 05**

Description	Change Order Cost
	Each
BARRIER WALL SIGN BRACKET ASSEMBLY MEDIAN QTY (1)	\$ 1,737.80

LABOR 109.04 (a)

WEEK ENDING:

EMPLOYEE	CRAFT	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
ELECTRICIAN	ST								0	34.85	-
	OT								0	52.28	-
	DT								0	89.70	-
OPERATOR	ST		3						3	38.80	110.40
	OT								0	55.20	-
	DT								0	73.60	-
TEAMSTER	ST								0	29.76	-
	OT								0	44.64	-
	DT								0	59.52	-
COMBINATION LABORER	ST		3						3	31.26	93.78
	OT								0	46.89	-
	DT								0	62.52	-
LABORER	ST								0	24.27	-
	OT								0	36.41	-
	DT								0	48.54	-

TOTAL LABOR 204.18 (1)

FICA 7.65% X LINE (1) 15.62 (2)

FRINGES

ELECTRICIANS	0	HRS X	24.31 =
LABORERS	3	HRS X	15.91 =
OPERATORS	3	HRS X	19.21 =
TEAMSTERS	0	HRS X	16.14 =
	3	HRS X	- =

-
47.73
57.63
-
-

TOTAL FRINGES 105.36 (3)

WORKMEN'S COMPENSATION  
BODILY INJURY INSURANCE  
PROPERTY DAMAGE INSURANCE  
STATE UNEMPLOYMENT  
FEDERAL EMPLOYMENT

2.84% X LINE (1)	5.80 (4)
4.50% X LINE (1)	9.19 (5)
0.85% X LINE (1)	1.74 (6)
8.92% X LINE (1)	18.21 (7)
0.90% X LINE (1)	1.84 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)

TOTAL LINES 1, 2, 3, 4, 5, 6, 7, 8, & 9

20% X LINE (10)

GRAND TOTAL LABOR LINES (10) + (11)

(9)
361.93 (10)
72.39 (11)
\$ 434.32 (12)



INSURANCE, TAXES 109.04 (b)

INSURANCE  
TAXES

(13)

(14)

0

PAGE 2 OF 4

TOTAL LINES (13) + (14)

- (15)

10% X LINE (15)

- (16)

GRAND TOTAL FOR INSURANCE, TAXES: LINE (15) + (16)

- (17)

MATERIALS 109.04 (c)

MATERIALS WEEK ENDING  
(ATTACH COPIES OF INVOICES)

See Page 4 of 4

TOTAL MATERIALS

1,058.00 (18)

12% X LINE (18)

128.72 (19)

GRAND TOTAL FOR MATERIALS: LINE (18) + (19)

1,182.72 (20)

EQUIPMENT 109.04 (d)

CONTRACTOR OWNED		S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
1	DIGGER DERRICK TRUCK								0	87.56	-
2	BUCKET TRUCK								0	51.05	-
3	SERVICE TRUCK - 1 TON		3						3	22.35	67.05
4	TRENCHER, PLOW, HOE COMBO								0	28.96	-
5	TRUCK CRANE (13 TON) W/DIGGER								0	123.95	-
6	AIR COMPRESSOR W/TOOLS- 185 HP		3						3	13.59	40.77
7	TRAILER 10 TON								0	4.24	-
8	POLE TRAILER - 8 TON								0	3.91	-
9	BACKHOE 580 EXTEND-A-HOE								0	39.25	-
10	DUMP TRUCK								0	28.99	-
11	CONCRETE SAW, 65 HP								0	31.07	-
12	LOOP TRUCK								0	22.35	-
13	BORING MACHINE								0	89.74	-
14	LOOP SEALANT HOT MELTER								0	30.69	-

TOTAL CONTRACTOR OWNED EQUIPMENT

107.82 (21)

RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES)

- (22)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS

(23)

TOTAL LINES (21) + (22) + (23)

107.82 (24)

12% X LINE (24)

12.94 (25)

GRAND TOTAL EQUIPMENT LINES (24) + (25)

\$ 120.76 (26)



Equipment Rental 109.04 (d)

0  
PAGE 3 OF 4

Equipment Rental Week Ending \_\_\_\_\_

Item	Description	Qty	Unit	Rate	Extension
1					
2					
3					
4					
5					
6					

Subcontracts 109.04 (d)

Rental Total

Item	Subcontractor	Amount
1		
2		
3		
4		
5		
6		
7		

TOTAL SUBCONTRACT WEEK ENDING		(27)
TOTAL SUBCONTRACT TO DATE		(28)
10% X LINE (28) \$3,000 OR LESS		(29)
7% X LINE (28) OVER \$3,000	FALSE	(30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30)		(31)

TOTAL LINES (12) (17) (20) (26) & (31)	\$ 1,737.80	(32)
% OF BOND RATE BASED UPON LINE (32)		(33)
10% X LINE (33)		(34)
TOTAL EXTRA WORK LINE (32) + (33) + (34)	1,737.80	(35)



**MATERIALS 109.04 (c)**

**Materials**

Item	Description	Qty	Unit	Unit Price	Extension
1	Barrier Wall Sign Bracket - Median	1	EACH	1,000.00	1,000.00
2	3/4" Anchors	4	EACH	14.00	56.00
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
				MATERIAL TOTAL	1,056.00



**ICI FORCE ACCOUNT/EXTRA WORK**  
**JAMES H. DREW CORPORATION**

Jon Richards

Submitted By

PAGE 1 OF 4

DREW JOB NO. 517548  
 PROJECT NO. \_\_\_\_\_

DATE **November 1, 2019**  
 CONTRACT **16 - ENG - 05**

Description	Change Order Cost
	Each
BARRIER WALL SIGN BRACKET SHOULDER, ONE WAY SIGN QTY (2)	\$ 424.26

LABOR 109.04 (a)

WEEK ENDING:

EMPLOYEE	CRAFT	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
ELECTRICIAN	ST								0	34.85	-
	OT								0	52.28	-
	DT								0	69.70	-
OPERATOR	ST		3						3	36.80	110.40
	OT								0	55.20	-
	DT								0	73.60	-
TEAMSTER	ST								0	29.76	-
	OT								0	44.64	-
	DT								0	59.52	-
COMBINATION LABORER	ST		3						3	31.26	93.78
	OT								0	46.89	-
	DT								0	62.52	-
LABORER	ST								0	24.27	-
	OT								0	36.41	-
	DT								0	48.54	-

TOTAL LABOR 204.18 (1)

FICA 7.65% X LINE (1) 15.62 (2)

**FRINGES**

ELECTRICIANS	0	HRS X	24.31 =
LABORERS	3	HRS X	15.91 =
OPERATORS	3	HRS X	19.21 =
TEAMSTERS	0	HRS X	16.14 =
	3	HRS X	- =

-  
47.73  
57.63  
-  
-

TOTAL FRINGES 105.36 (3)

WORKMEN'S COMPENSATION  
 BODILY INJURY INSURANCE  
 PROPERTY DAMAGE INSURANCE  
 STATE UNEMPLOYMENT  
 FEDERAL EMPLOYMENT

2.84% X LINE (1) 5.80 (4)  
 4.50% X LINE (1) 9.19 (5)  
 0.85% X LINE (1) 1.74 (6)  
 8.92% X LINE (1) 18.21 (7)  
 0.90% X LINE (1) 1.84 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)

(9)

TOTAL LINES 1, 2, 3, 4, 5, 6, 7, 8, & 9

361.93 (10)

20% X LINE (10)

72.39 (11)

GRAND TOTAL LABOR LINES (10) + (11)

\$ 434.32 (12)



INSURANCE, TAXES 109.04 (b)

0

PAGE 2 OF 4

INSURANCE  
TAXES

(13)

(14)

TOTAL LINES (13) + (14)

- (15)

10% X LINE (15)

- (16)

GRAND TOTAL FOR INSURANCE, TAXES. LINE (15) + (16)

- (17)

MATERIALS 109.04 (c)

MATERIALS WEEK ENDING  
(ATTACH COPIES OF INVOICES)

See Page 4 of 4

TOTAL MATERIALS

262.00 (18)

12% X LINE (18)

31.44 (19)

GRAND TOTAL FOR MATERIALS: LINE (18) + (19)

293.44 (20)

EQUIPMENT 109.04 (d)

CONTRACTOR OWNED		S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
1	DIGGER DERRICK TRUCK								0	87.56	-
2	BUCKET TRUCK								0	51.05	-
3	SERVICE TRUCK - 1 TON		3						3	22.35	67.05
4	TRENCHER, PLOW, HOE COMBO								0	28.96	-
5	TRUCK CRANE (13 TON) W/DIGGER								0	123.95	-
6	AIR COMPRESSOR W/TOOLS- 185 HP		3						3	13.59	40.77
7	TRAILER 10 TON								0	4.24	-
8	POLE TRAILER - 8 TON								0	3.81	-
9	BACKHOE 560 EXTEND-A-HOE								0	39.25	-
10	DUMP TRUCK								0	28.99	-
11	CONCRETE SAW, 65 HP								0	31.07	-
12	LOOP TRUCK								0	22.35	-
13	BORING MACHINE								0	89.74	-
14	LOOP SEALANT HOT MELTER								0	30.69	-

TOTAL CONTRACTOR OWNED EQUIPMENT

107.82 (21)

RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES)

- (22)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS

(23)

TOTAL LINES (21) + (22) + (23)

107.82 (24)

12% X LINE (24)

12.94 (25)

GRAND TOTAL EQUIPMENT LINES (24) + (25)

\$ 120.76 (26)



Equipment Rental 109.04 (d)

0

PAGE 3 OF 4

Equipment Rental Week Ending \_\_\_\_\_

Item	Description	Qty	Unit	Rate	Extension
1					-
2					-
3					-
4					-
5					-
6					-

Subcontracts 109.04 (d)

Rental Total

Item	Subcontractor	Amount
1		
2		
3		
4		
5		
6		
7		

TOTAL SUBCONTRACT WEEK ENDING	-	(27)
TOTAL SUBCONTRACT TO DATE	-	(28)
10% X LINE (28) \$3,000 OR LESS	-	(29)
7% X LINE (28) OVER \$3,000	FALSE	(30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30)	-	(31)

TOTAL LINES (12) (17) (20) (26) & (31)	\$ 848.52	(32)
% OF BOND RATE BASED UPON LINE (32)	-	(33)
10% X LINE (33)	-	(34)
TOTAL EXTRA WORK LINE (32) + (33) + (34)	848.52	(35)



## Materials

Item	Description	Qty	Unit	Unit Price	Extension
1	Barrier Wall Sign Bracket - shoulder one way sign	2	EACH	75.00	150.00
2	3/4" Anchors	8	EACH	14.00	112.00
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
				MATERIAL TOTAL	262.00



**ICI FORCE ACCOUNT/EXTRA WORK  
JAMES H. DREW CORPORATION**

Jon Richards

Submitted By

PAGE 1 OF 4

DREW JOB NO. 517548  
PROJECT NO. \_\_\_\_\_

DATE **November 1, 2019**  
CONTRACT **16 - ENG - 05**

Description	Change Order Cost
BARRIER WALL SIGN BRACKET SHOULDER, SADDLE QTY (5)	Each
	\$ 1,681.80

LABOR 109.04 (a)

WEEK ENDING:

EMPLOYEE	CRAFT	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
ELECTRICIAN	ST								0	34.85	-
	OT								0	52.28	-
	DT								0	69.70	-
OPERATOR	ST		15						15	36.80	552.00
	OT								0	55.20	-
	DT								0	73.60	-
TEAMSTER	ST								0	29.76	-
	OT								0	44.64	-
	DT								0	59.52	-
COMBINATION LABORER	ST		15						15	31.26	468.90
	OT								0	46.89	-
	DT								0	62.52	-
LABORER	ST								0	24.27	-
	OT								0	36.41	-
	DT								0	48.54	-

TOTAL LABOR 1,020.90 (1)

FICA 7.65% X LINE (1) 78.10 (2)

FRINGES

ELECTRICIANS	0	HRS X	24.31 =
LABORERS	15	HRS X	15.91 =
OPERATORS	15	HRS X	19.21 =
TEAMSTERS	0	HRS X	16.14 =
	15	HRS X	- =

TOTAL FRINGES 528.80 (3)

WORKMEN'S COMPENSATION	2.84% X LINE (1)	28.99 (4)
BODILY INJURY INSURANCE	4.50% X LINE (1)	45.94 (5)
PROPERTY DAMAGE INSURANCE	0.85% X LINE (1)	8.68 (6)
STATE UNEMPLOYMENT	8.92% X LINE (1)	91.06 (7)
FEDERAL UNEMPLOYMENT	0.90% X LINE (1)	9.19 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) (9)

TOTAL LINES 1, 2, 3, 4, 5, 6, 7, 8, & 9 1,809.68 (10)

20% X LINE (10) 361.93 (11)

GRAND TOTAL LABOR LINES (10) + (11) \$ 2,171.60 (12)



INSURANCE, TAXES 109.04 (b)

0

PAGE 2 OF 4

INSURANCE

(13)

TAXES

(14)

TOTAL LINES (13) + (14)

- (15)

10% X LINE (15)

- (16)

GRAND TOTAL FOR INSURANCE, TAXES: LINE (15) + (16)

- (17)

MATERIALS 109.04 (c)

MATERIALS WEEK ENDING  
(ATTACH COPIES OF INVOICES)

See Page 4 of 4

TOTAL MATERIALS

5,030.00 (18)

12% X LINE (18)

603.60 (19)

GRAND TOTAL FOR MATERIALS: LINE (18) + (19)

5,633.60 (20)

EQUIPMENT 109.04 (d)

CONTRACTOR OWNED		S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
1	DIGGER DERRICK TRUCK								0	87.56	-
2	BUCKET TRUCK								0	51.05	-
3	SERVICE TRUCK - 1 TON		15						15	22.35	335.25
4	TRENCHER, PLOW, HOE COMBO								0	28.96	-
5	TRUCK CRANE (13 TON) W/DIGGER								0	123.95	-
6	AIR COMPRESSOR W/TOOLS- 185 HP		15						15	13.59	203.85
7	TRAILER 10 TON								0	4.24	-
8	POLE TRAILER - 8 TON								0	3.91	-
9	BACKHOE 580 EXTEND-A-HOE								0	39.25	-
10	DUMP TRUCK								0	28.99	-
11	CONCRETE SAW, 65 HP								0	31.07	-
12	LOOP TRUCK								0	22.35	-
13	BORING MACHINE								0	89.74	-
14	LOOP SEALANT HOT MELTER								0	30.69	-

TOTAL CONTRACTOR OWNED EQUIPMENT

539.10 (21)

RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES)

- (22)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS

(23)

TOTAL LINES (21) + (22) + (23)

539.10 (24)

12% X LINE (24)

64.69 (25)

GRAND TOTAL EQUIPMENT LINES (24) + (25)

\$ 603.79 (26)



Equipment Rental 109.04 (d)

0  
PAGE 3 OF 4

Equipment Rental Week Ending \_\_\_\_\_

Item	Description	Qty	Unit	Rate	Extension
1					-
2					-
3					-
4					-
5					-
6					-

Subcontracts 109.04 (d)

Rental Total

Item	Subcontractor	Amount
1		
2		
3		
4		
5		
6		
7		

TOTAL SUBCONTRACT WEEK ENDING	-	(27)
TOTAL SUBCONTRACT TO DATE	-	(28)
10% X LINE (28) \$3,000 OR LESS	-	(29)
7% X LINE (28) OVER \$3,000	FALSE	(30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30)	-	(31)

TOTAL LINES (12) (17) (20) (26) & (31)	\$ 8,408.99	(32)
% OF BOND RATE BASED UPON LINE (32)	-	(33)
10% X LINE (33)	-	(34)
TOTAL EXTRA WORK LINE (32) + (33) + (34)	8,408.99	(35)



## Materials

Item	Description	Qty	Unit	Unit Price	Extension
1	Barrier Wall Sign Bracket - shoulder saddle	5	EACH	950.00	4,750.00
2	3/4" Anchors	20	EACH	14.00	280.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
				MATERIAL TOTAL	5,030.00



Klass, Nicole

---

**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Thursday, November 14, 2019 8:46 AM  
**To:** Conarroe, Tim  
**Cc:** Klass, Nicole  
**Subject:** RE: Construction Change No.11 Proposal

Tim,

Please go ahead and approve this.

Thanks.

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Conarroe, Tim [mailto:TConarroe@structurepoint.com]  
**Sent:** Wednesday, November 13, 2019 2:45 PM  
**To:** Ogg, Chris  
**Cc:** Klass, Nicole  
**Subject:** FW: Construction Change No.11 Proposal

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Chris,

Attached is a proposal from Rieth-Riley (and James H Drew) to provide sign brackets to mount traffic signs on concrete barrier wall per Construction Change No.11. The total cost of the additional work is \$12,076.97. I have reviewed the documentation provided and see no issues with the request for additional work as proposed. Please let me know if you are in agreement and wish to proceed with this work.

Thanks.

Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

**From:** Tyler Joseph [mailto:tjoseph@rieth-riley.com]  
**Sent:** Monday, November 04, 2019 8:48 PM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Subject:** Construction Change No.11 Proposal



Tim,

Please see attached.



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<https://www.structurepoint.com/>



# ***RIETH-RILEY CONSTRUCTION Co., Inc.***

100% Quality • 100% Employee Owned • Over 100 Years

January 17<sup>th</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway

RE: Seal Open Joint Proposal

Tim,

The following is the pricing and backup documentation for sealing the open joint between the FT Rail on the bridge.

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE
Seal Open Joint	1	LS	\$ 1,669.97

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 1/17/19 Work Performed: Joint Sealing  
 CONTRACT: 18-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Seal Open Joint between Center FT rails

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS				RATE	EXTENSION
	Regular	Overtime	Doubletime	TOTAL		
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \$0.00 (2)  
 FICA 7.50 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	0.00	X	\$15.82	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % X LINE (2) \$0.00 (5)  
 BOOILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % X LINE (2) \$0.00 (6)  
 STATE UNEMPLOYMENT 3.85 % X LINE (2) \$0.00 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % X LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(18)
TOTAL LINE (18) + (18)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
ABC	\$1,500.00

TOTAL SUBCONTRACT WEEK ENDING	\$1,500.00	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$150.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32)	\$1,650.00	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) & (33)	\$1,650.00	(34)
% OF BOND RATE BASED UPON LINE (34)	\$18.15	(35)
10 % x LINE (35)	\$1.82	(36)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$1,669.97	(37)





ABC Cutting  
Contractors,  
Inc.

INDIANAPOLIS AREA (317) 885-8989  
OUTSIDE INDIANAPOLIS (800) 327-3237  
FAX (317) 885-8980

## INVOICE

ABC CUTTING CONTRACTORS, INC.  
5230 COMMERCE CIRCLE  
INDIANAPOLIS, IN. 46237

RIETH RILEY CONSTR. CO., INC.  
P.O. BOX 276  
INDIANAPOLIS, IN 46206

INVOICE NO: 136231  
INVOICE DATE: 12/31/19  
PAYMENT TERMS: Net 30 Days  
CUSTOMER #: 000680  
PURCH ORDER #: 3200713  
JOB REQUEST #:  
ORDERED BY: ERIC HOLMES

JOB SITE: 3200713, BRIDGE WALL JOINT  
96TH ST & KEYSTONE  
CARMEL, IN

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
1.00	SEAL	JOINT SEALING 264 LF X 2 1/2" WIDE HINGE JOINT SEALING WITH CRAFTCO 221	1,500.000 each	1,500.00
			<b>SUBTOTAL:</b>	<b>\$1,500.00</b>
			<b>SALES TAX:</b>	<b>\$0.00</b>
			<b>TOTAL:</b>	<b>\$1,500.00</b>

**Thank You**

(check, credit, adjustment)

TERMS: NET 30 DAYS payment is due upon presentation of invoice. If any invoice is not paid in full within 30 days after its billing date, the customer hereby agrees to pay interest at the rate of 1.5% per month (18% per annum) upon the unpaid portion of the invoice. If action or suit is brought by ABC Cutting Contractors to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including reasonable attorney fees.

ABC Cutting Contractors, Inc. is committed to an Affirmative Action program to provide equal employment opportunity to any person who applies for a job or who works with this company. Per E.O. 11246, as amended in Sec. 803 of the Rehabilitation Act of 1973, as amended in the VEVRAA Act of 1974, as amended and their implementing regulations of 41CFR. CH 60, are herein incorporated by reference.





# JOB TICKET

**460750***This Ticket Is a Multi Day Job***CUSTOMER**

RIETH RILEY CONSTR. CO., INC. (0.

**JOB SITE**3200713, BRIDGE WALL JOINT  
96TH ST & KEYSTONE  
CARMEL, IN**ORDER #**

460750

**WORK DATE**

12/20/19

**SALESMAN**

TROY I

**WAGE TYPE**

Regular

**TRUCK #**

1607

**MILEAGE****STARTING**

114462

**ENDING**

114526

LINEITEMS				
Quantity	Item	Description	Unit Price	Extended
1.00	SEAL	JOINT SEALING 264 LF X 2 1/2" WIDE HINGE JOINT SEALING WITH CRAFTCO 221	1500.0000	1500.00
			Total:	1500.00



5230 COMMERCE CIRCLE  
INDIANAPOLIS, IN, 46237

460750

317-885-8989

317-885-8980 Fax



**Date Of Work:** 12/20/2019      **Order #:** 460750      **PO #:** 3200713

**Customer:** RIETH RILEY CONSTR. CO., INC.

**Technicians:** ROBERT RICHARDSON

**Job Location:** 3200713, BRIDGE WALL JOINT  
96TH ST & KEYSTONE  
CARMEL, IN

**Quantity      Work Description**

264.00      LF X 2 1/2" WIDE HINGE JOINT SEALING WITH CRAFTCO 221. JOINT SEALING

**Acknowledgement**

I agree that the work has been done satisfactory and is complete.

**Accepted By:**

*NO ONE  
ON SITE*

Mike Ruth

**Electronic Copy Emailed To**

mruth@rieth-riley.com



**From:** [Ogg, Chris](#)  
**To:** [Conarroe, Tim](#)  
**Cc:** [Klass, Nicole](#)  
**Subject:** RE: Seal Open Joint Proposal  
**Date:** Friday, January 17, 2020 12:54:03 PM

---

Tim, please go ahead and approve it.

Thanks.

**Chris Ogg, PE**

Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Conarroe, Tim [mailto:[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)]  
**Sent:** Friday, January 17, 2020 11:51 AM  
**To:** Ogg, Chris  
**Cc:** Klass, Nicole  
**Subject:** FW: Seal Open Joint Proposal

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Chris,

Attached is a proposal showing what is actually the final cost of sealing the gap between the median bridge railings on the Keystone bridge. This work has already been completed. I have no issue with the price presented.

Let me know if you have any questions.

**Timothy P. Conarroe, PE**  
**Project Engineer, Construction Solutions**

**From:** Tyler Joseph [mailto:[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)]  
**Sent:** Friday, January 17, 2020 10:39 AM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Subject:** Seal Open Joint Proposal

Tim,



See attached.



This e-mail and any attachments thereto, are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

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# ***RIETH-RILEY CONSTRUCTION Co., Inc.***

100% Quality • 100% Employee Owned • Over 100 Years

February 10<sup>th</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway

RE: EWA Timber Guardrail Material

Tim,

The following is the cost and backup documentation for the timber guardrail material cost.  
Also, included in this proposal is the cost to deliver the material to Carmel.

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE
Guardrail, Timber Treated- Material Cost & Delivery	1	LS	\$ 12,561.35

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 2/10/20 Work Performed: Guardrail, Timber Treated  
CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone  
FORCE ACCOUNT/EXTRA WORK FOR: Timber Treated Guardrail- Material Cost and Delivery to Carmel

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.28	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \$0.00 (2)  
FICA \$27.60 % x LINE (2) \$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$22.32	=	\$0.00
COMBINATION	0.00	x	\$16.14	=	\$0.00
FINISHER	0.00	x	\$15.86	=	\$0.00
FOREMAN	0.00	x	\$18.71	=	\$0.00
LABORER	0.00	x	\$15.86	=	\$0.00
MECHANIC	0.00	x	\$18.71	=	\$0.00
OPERATOR (103)	0.00	x	\$18.71	=	\$0.00
OPERATOR (841)	0.00	x	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$18.71	=	\$0.00
QA TECH	0.00	x	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$18.71	=	\$0.00
TEAMSTER	0.00	x	\$15.62	=	\$0.00

TOTAL FRINGES \$0.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$0.00 (5)  
BODILY INJURY / PROPERTY DAMAGE INSURANCE 6.60 % x LINE (2) \$0.00 (6)  
STATE UNEMPLOYMENT 3.85 % x LINE (2) \$0.00 (7)  
FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$0.00 (10)  
20 % x LINE (10) \$0.00 (11)  
GRAND TOTAL LABOR LINES (10) + (11) \$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(8)**

DESCRIPTION	AMOUNT
James H. Drew	\$11,515.12

TOTAL SUBCONTRACT WEEK ENDING	\$11,515.12	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$300.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$596.06	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	\$12,411.18	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) & (33)	\$12,411.18	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$136.52	(35)
10 % x LINE (35)	\$13.65	(36)
TOTAL EXTRA WORK LINES (34) + (35) + (36)	\$12,561.35	(37)



## ICI FORCE ACCOUNT/EXTRA WORK

JAMES H. DREW CORPORATION

Jacob Sipe

Submitted By

PAGE 1 OF 4

DREW JOB NO. 117548

PROJECT NO. 96TH &amp; KEYSTONE

DATE February 6, 2020

CONTRACT 16-ENG-05

Description	Change Order Cost
GUARDRAIL, TIMBER TREATED (DELIVERED TO CARMEL)	
	\$ 11,515.12

LABOR 109.04 (a)

WEEK ENDING:

EMPLOYEE	CRAFT	S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
IRON WORKER	ST								0	31.29	-
	OT								0	46.94	-
	DT								0	82.58	-
OPERATOR	ST								0	36.05	-
	OT								0	54.08	-
	DT								0	72.10	-
TEAMSTER	ST		8						8	30.01	240.08
	OT								0	45.02	-
	DT								0	60.02	-
COMBINATION LABORER	ST								0	29.01	-
	OT								0	43.52	-
	DT								0	58.02	-
LABORER	ST								0	24.27	-
	OT								0	36.41	-
	DT								0	48.54	-

TOTAL LABOR 240.08 (1)

FICA 7.65% X LINE (1)

18.37 (2)

## FRINGES

ELECTRICIANS	0	HRS X	18.50 =
LABORERS	0	HRS X	12.96 =
OPERATORS	0	HRS X	15.81 =
TEAMSTERS	8	HRS X	13.44 =
	0	HRS X	. =

107.52

TOTAL FRINGES 107.52 (3)

WORKMEN'S COMPENSATION

2.84% X LINE (1) 6.82 (4)

BODILY INJURY INSURANCE

4.50% X LINE (1) 10.80 (5)

PROPERTY DAMAGE INSURANCE

0.85% X LINE (1) 2.04 (6)

STATE UNEMPLOYMENT

8.92% X LINE (1) 21.42 (7)

FEDERAL UNEMPLOYMENT

0.90% X LINE (1) 2.16 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)

(9)

TOTAL LINES 1, 2, 3, 4, 5, 6, 7, 8, &amp; 9

409.20 (10)

20% X LINE (10)

81.84 (11)

GRAND TOTAL LABOR LINES (10) + (11)

\$ 491.05 (12)



## INSURANCE, TAXES 109.04 (b)

INSURANCE  
TAXES

(13)

(14)

0

PAGE 2 OF 4

TOTAL LINES (13) + (14)

- (15)

10% X LINE (15)

- (16)

GRAND TOTAL FOR INSURANCE, TAXES: LINE (15) + (16)

- (17)

## MATERIALS 109.04 (c)

MATERIALS WEEK ENDING  
(ATTACH COPIES OF INVOICES)

See Page 4 of 4

TOTAL MATERIALS

9,372.50 (18)

12% X LINE (18)

1,124.70 (19)

GRAND TOTAL FOR MATERIALS: LINE (18) + (19)

10,497.20 (20)

## EQUIPMENT 109.04 (d)

CONTRACTOR OWNED		S	M	T	W	T	F	S	TOTAL	RATE	TOTAL
1	POST DRIVER TANDEM								0	99.68	-
2	POST DRIVER SINGLE AXLE								0	86.50	-
3	FOREMANS TRUCK								0	22.83	-
4	SKID STEER								0	34.81	-
5	TRUCK CRANE (13 TON) W/DIGGER								0	111.38	-
6	AIR COMPRESSOR W/TOOLS- 185 HP								0	19.40	-
7	TRAILER 10 TON		8						8	4.24	33.92
8	POLE TRAILER - 8 TON								0	4.60	-
9	BACKHOE 580 EXTEND-A-HOE								0	39.25	-
10	DUMP TRUCK								0	48.58	-
11	CONCRETE SAW, 65 HP								0	9.80	-
12	FLAT BED TRUCK		8						8	48.58	388.48
13	BORING MACHINE								0	42.00	-
14	LOOP SEALANT HOT MELTER								0	40.00	-

TOTAL CONTRACTOR OWNED EQUIPMENT

422.40 (21)

RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES)

- (22)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS

48.02 (23)

TOTAL LINES (21) + (22) + (23)

470.42 (24)

12% X LINE (24)

56.45 (25)

GRAND TOTAL EQUIPMENT LINES (24) + (25)

\$ 526.87 (26)



Equipment Rental 109.04 (d)

0

PAGE 3 OF 4

Equipment Rental Week Ending \_\_\_\_\_

Item	Description	Qty	Unit	Rate	Extension
1					-
2					-
3					-
4					-
5					-
6					-
Subcontracts 109.04 (d)				Rental Total	-

Item	Subcontractor	Amount
1		
2		
3		
4		
5		
6		
7		

TOTAL SUBCONTRACT WEEK ENDING	-	(27)
TOTAL SUBCONTRACT TO DATE	-	(28)
10% X LINE (28) \$3,000 OR LESS	-	(29)
7% X LINE (28) OVER \$3,000	FALSE	(30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30)	-	(31)

TOTAL LINES (12) (17) (20) (26) & (31)	\$ 11,515.12	(32)
0 % OF BOND RATE BASED UPON LINE (32)	-	(33)
10% X LINE (33)	-	(34)
TOTAL EXTRA WORK LINE (32) + (33) + (34)	11,515.12	(35)



**Materials**

Item	Description	Qty	Unit	Unit Price	Extension
1	TYPE A STEEL-BACKED TIMBER GUARDRAIL	140	LFT	39.25	5,495.00
2	TYPE A STEEL-BACKED FLARED ANCHOR TERMINAL	3	EACH	1,292.50	3,877.50
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
				<b>MATERIAL TOTAL</b>	<b>9,372.50</b>



# PURCHASE ORDER



## JAMES H DREW CORPORATION

8701 ZIONSVILLE ROAD  
INDIANAPOLIS, IN 46268-0935  
Phone: (317) 876-3739  
Fax: (317) 876-3829

Date: 6/27/2018  
PO #: 526  
Job #: 117548  
Ship Via:  
Deliver on: 7/24/2018

### Vendor

AMERICAN TIMBER AND STEEL  
P.O. BOX 767

NORWALK, OH 44857  
Phone: (416) 668-1610  
Fax: (419) 663-1077

### Ship to

JAMES H DREW CORPORATION  
8701 ZIONSVILLE ROAD  
PO BOX 68935  
INDIANAPOLIS, IN 46268-0935

Qty	U/M	Item No	Description	Unit Price	Amount
400.00	LF		TYPE A STEEL-BACKED TIMBER GUARDRAIL	39.25	15,700.00
4.00	EA		TYPE A STEEL-BACK FLARED ANCHOR TERMINAL	1,292.50	5,170.00

Subtotal: 20,870.00  
Tax: 0.00  
Total: 20,870.00

Signature

PO Writer: CHRIS FRYE

### EEO POLICY AGREEMENT

We are a Federal Aid Contractor. Your Acceptance of the Purchase Order constitutes your concurrence in our policy, which can be found on our website at [www.jameshdrew.com](http://www.jameshdrew.com), and your agreement to comply with our EEO Policy.

### TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

No person in the United States on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 200d)





P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857  
P: 419-668-1610 F: 419-668-7537

## Quotation

Quote No **112155**  
Quote Date **06/14/2017**  
Quote Expires **06/28/2017**

### Quote To:

JAMES H. DREW CORPORATION  
Attn: Larry Acton  
8701 ZIONSVILLE ROAD  
P.O. BOX 88935  
INDIANAPOLIS, IN, 46268-0935  
P: (317)876-3739 x 313  
F: 317/876-3829

### Ship To:

JAMES H. DREW CORPORATION  
Attn: LARRY ACTON  
8701 ZIONSVILLE ROAD  
P.O. BOX 88935  
INDIANAPOLIS, IN, 46268-0935  
P: 317/876-3739

Customer # **015550**  
Your Ref # Misc Treated Lumber & SBTGR  
Taken By **Jason Crosby**  
Sales Rep **Jason Crosby (5)**  
Terms **1/2% 10/Net 30**



Issuing Branch [00] Norwalk, OH

Page 1 of 1

### Special Instructions

### Notes

Line	Product Code	Description	TBF	Qty/Footage	Price	Per	Total
1	AAA-SBTR	Type A Steel-Backed Timber Guardrail (10' Post Spacing)		400 lf	38.25	lf	15,700.00
2	AAA-SBTR	Type A Steel-Backed Timber Guardrail Flared Anchor Terminal (FAT-30)		4 ea	1,292.50	ea	5,170.00
Above 2 Line Items Meet the Following Specifications							
* All Timber Material #1 SYP R/S .60 CCA							
* All Steel Plate and Hardware Corten Weathering Steel							
* All Necessary Hardware for Installation Included							
* Steel Rail Plates Attached to Back of Timber Rails Prior to Shipping							
3	3rd Party Delivery	Delivery / Freight Included					
4		** Quote Based on Full Truckload Delivered to Indianapolis, IN					
		** Lead Time: 2-4 Weeks					

(00)

Total Amount	\$20,870.00
Tax	\$0.00
Quotation Total	\$20,870.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached

Signature

Date

Subject to our terms and conditions of sale. Further copies available on request.

6/25/2017 9:28 am



Remit To:


**American**  
Timber and Steel

P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857  
P: 419-668-1610 F: 419-668-7537

AUG 13 2018

## Sales Invoice

Date	Invoice #
08/06/2018	133783

Customer #	Order #
015550	228600

## Bill To:

JAMES H. DREW CORPORATION  
8701 ZIONSVILLE ROAD  
P.O. BOX 68935  
INDIANAPOLIS, IN, 46268-0935

## Ship To:

JAMES H. DREW CORPORATION  
8701 ZIONSVILLE RD  
INDIANAPOLIS, IN, 46268


Page 2 of 2

Line	Product Code	Description	Qty/Footage	Price	Extension
18	4934090-9900	-> 3/4"x8-1/2" CARRIAGE BOLT (CORTEN) - DOMESTIC	96 ea		
19	4934100-9900	-> 3/4" HEX NUT TYPE 3 (CORTEN) - DOMESTIC	96 ea		
20	4934000-9900	-> 3/4" WASHER 1-1/2" O.D (CORTEN) - DOMESTIC	96 ea		
21	4934210-9905	-> 3/4"x22" HDG HEX HD BOLT/2WSH/1NT	16 ea		
22	4906090-4101	-> 1/2"x6"x9" (4H) BACKUP PLATE (HDG)	8 ea		
	3rd Party Delivery (	DeIDIP - Delivery / Freight Included			0.00
24	CERTCCA-0000	CCA TREATING CERTIFICATIONS REQUIRED " INDIANA "	1 ea	0.00 ea	0.00

The invoice is due on 09/05/2018.

A discount of \$104.35 may be deducted from the total if the invoice is paid by 08/16/2018.

In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.

Total Amount	\$20,870.00
Sales Tax	\$0.00
Invoice Total	\$20,870.00



Remit To:


**American**  
Timber and Steel

P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857  
P: 419-668-1810 F: 419-668-7537

## Sales Invoice

Date	Invoice #
08/06/2018	133783

Customer #	Order #
015550	228800

**Bill To:**
JAMES H. DREW CORPORATION  
8701 ZIONSVILLE ROAD  
P.O. BOX 68935  
INDIANAPOLIS, IN, 46268-0935
**Ship To:**
JAMES H. DREW CORPORATION  
8701 ZIONSVILLE RD  
INDIANAPOLIS, IN, 46268


Page 1 of 2

Your Ref #	Shipped VIA	Ship Date	Terms	Sales Rep	Due Date
528		08/03/2018	1/2% 10/Net 30	Jason Crosby (5)	09/05/2018
Special Instructions:			Notes:		

Line	Product Code	Description	Qty/Footage	Price	Extension
		TYPE A STEEL-BACKED TIMBER GUARDRAIL 400' (10' SEC.)	1		15,700.00
1	FH06101-0302	-> FH 6X10-9'11.5" RAIL ASSM CORTEN CCA	40 ea		
2	FH10120-7301	-> FH 10X12-7' SBTR (1H) POST CCA	38 ea		
3	FH04090-1301	-> FH 4X9-12" SBTR (1H) BLOCK CCA	38 ea		
4	4906030-3401	-> 3/8"X6"X30" SPLICE PLATE FH (CORTEN)	38 ea		
5	4958150-9900	-> 5/8"X15" CARRIAGE BOLT (CORTEN) - DOMESTIC	38 ea		
6	4958050-9900	-> 5/8"X4.75"OD X1/4" THICK PLATE WASHER (CORTEN) - DOMESTIC	38 ea		
7	4958110-9900	-> 5/8" HEX NUT (CORTEN) - DOMESTIC	38 ea		
8	4934090-9900	-> 3/4"X8-1/2" CARRIAGE BOLT (CORTEN) - DOMESTIC	304 ea		
9	4934100-9900	-> 3/4" HEX NUT TYPE 3 (CORTEN) - DOMESTIC	304 ea		
10	4934000-9900	-> 3/4" WASHER 1-1/2" O.D. (CORTEN) - DOMESTIC	304 ea		
		STEEL-BACKED TIMBER GUARDRAIL FAT-30 CORTEN	4		5,170.00
11	FH06101-0302	-> FH 6X10-9'11.5" RAIL ASSM CORTEN CCA	12 ea		
12	FH10120-7301	-> FH 10X12-7' SBTR (1H) POST CCA	12 ea		
13	FH04090-1301	-> FH 4X9-12" SBTR (1H) BLOCK CCA	12 ea		
14	4906030-3401	-> 3/8"X6"X30" SPLICE PLATE FH (CORTEN)	12 ea		
15	4958150-9900	-> 5/8"X15" CARRIAGE BOLT (CORTEN) - DOMESTIC	12 ea		
16	4958110-9900	-> 5/8" HEX NUT (CORTEN) - DOMESTIC	12 ea		
17	4958050-9900	-> 5/8"X4.75"OD X1/4" THICK PLATE WASHER (CORTEN) - DOMESTIC	12 ea		





This is to certify that the materials shipped, as indicated, conform to the State of Indiana specifications.

Order Number: 228600

Project Number: JAMES H. DREW CORP - 526

QUANTITY	DESCRIPTION	CHARGE NO.	TREATMENT ASOMA TEST RESULTS	TREATER
32	FH 6X10-9'11.5" RAIL ASSM CORTEN	OH48005	CR.38 CU.14 AS.31 TOTAL .83	ATS
20	FH 6X10-9'11.5" RAIL ASSM CORTEN	OH48008	CR.37 CU.14 AS.30 TOTAL .81	ATS
38	FH 10X12-7' SBTR (1H) POST	OH47871	CR.36 CU.13 AS.32 TOTAL .80	ATS
38	FH 4X9-12" SBTR (1H) BLOCK CCA	OH47853	CR.32 CU.12 AS.26 TOTAL .70	ATS

ATS - AMERICAN TIMBER AND STEEL, NORWALK, OH

Made & Treated in the USA. Meets AASHTO Specs M133 & M168.

AMERICAN TIMBER AND STEEL

By MANDI COMBS

Title HIGHWAY PRODUCTS SALES ASSISTANT

Date AUGUST 3, 2018

NOTARIZED

Sworn to and subscribed before me

this 3rd day of August 2018.

by [Signature]



KRISTEN BAKER  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
June 6, 2023  
Recorded in  
Erie County

4832 Plank Road / PO Box 767 / Norwalk, OH 44137  
419.668.1610 p / 419.663.1077 f / amtim.com





**American**  
Timber and Steel

PO Box 767 / 4832 Plank Rd / Norwalk, OH 44857  
P: 419-668-1610 F: 419-663-1077

I certify that all drippage has  
stopped on this material.

Fresh Air Start 4/27/2018 8:39:14AM

Fresh Air End 4/27/2018 8:45:19AM

**Charge # 48005**

Norwalk

Digitally signed by:

Mark

4/27/2018 9:38:48AM

**DATE 4/27/2018 8:00:53AM**

**TECHNICIAN Mark**

Raw Item #	Treated Item #	Description	Feet	Units
FH08101-0002	FH08101-0302	FH 6X10-9'11.5" RAIL ASSM CORTEN CCA	160	10

**TOTAL BD FT 8,000**

**BULK GALS. TO IMPREGNATE 1,600**

GALS. NEEDED TO FILL COMBO TANK	1,524	<b>Solution CCA 2.2</b>	GALLONS TO WORK TANK	
GALS. OF WATER/ GALS. OF CONCENTRATE	44	TO COMPUTE LBS. OXIDE PER CUBIC FOOT OF WOOD	before 12,012	
GALLONS OF CONCENTRATE TO ADD	34.64	TOTAL GALLONS ACTUALLY USED 1,308	after 12,022	Difference -10
		LBS. OXIDE PER GALLON OF SOLUTION 0.1864	GALLONS IN COMBO TANK	
		TOTAL LBS. OXIDE 244	before 2,330	
		<b>Gage Retention 0.58</b>	after 1,012	Difference 1,318
			GALLONS ACTUALLY USED	1,308

S/N 11155 9:38AM 4/27/18 #5847  
MODE: CCAW CT: 10  
GIVEN DENSITY: 32.00 PCF  
COMPOUND % CONC. BALANCE PCF  
C/O3 1.175 45.5 0.38  
CuO 0.4339 16.8 0.14  
As2O5 0.9733 37.7 0.31  
\*TOTALS: 2.58 % 100 % 0.83

XX

Min. Allowable Penetration: **16/20** Actual: **18**

Min. Allowable Retention: **0.60** Actual: **.83**

Material has been treated in accordance with all applicable AWWPA Standards and meets or exceeds these standards

Digitally signed by:

Mark

4/27/2018 9:38:43AM

Material did not meet the required standards and must be retreated. Tag has been marked accordingly. Material will be placed in the rework area.

Signed: \_\_\_\_\_





PO Box 767 / 4832 Plank Rd / Norwalk, OH 44857  
P: 419-666-1810 F: 419-663-1077

I certify that all drippage has stopped on this material.

Fresh Air Start 4/27/2018 12:46:40PM  
Fresh Air End 4/27/2018 12:51:58PM

**Charge # 48008**

Norwalk

Digitally signed by:

Mark  
4/27/2018 1:50:18PM

DATE 4/27/2018 12:00:16PM

TECHNICIAN Mark

Raw Item #	Treated Item #	Description	#Pcs	#Units
1012001-100D	1012001-130D	10" X 12' SYP ROUND TURNED PILING W/BEVEL TOP .60 CCA	2	1
1014001-100D	1014001-130D	10" X 14' SYP ROUND TURNED PILING W/BEVEL TOP .60 CCA	2	1
1022001-1002	1022001-1302	10" X 22' SYP ROUND TURNED PILING .60 CCA	1	1
1024001-10HS	1024001-13HS	10" X 24' SYP ROUND TURNED PILING W/SADDLE TOP/10" DIAMETER RECE	2	1
1226001-1002	1226001-1302	12" X 26' SYP ROUND TURNED PILING .60 CCA	1	1
FH08101-0002	FH08101-0302	FH 6X10-9'11.5" RAIL ASSM CORTEN CCA	84	4
OH06084-0002	OH06084-0302	OH 6X8-48" TYPE II B/A .60 CCA	240	8

TOTAL 80 FT 7,910

BULK GALS. TO IMPREGNATE 1,685

GALS. NEEDED TO FILL COMBO TANK	768	<b>Solution CCA 2.2</b>	GALLONS TO WORK TANK
GALS. OF WATER/ GALS. OF CONCENTRATE	44	TO COMPUTE LBS. OXIDE PER CUBIC FOOT OF WOOD	before 12,152
GALLONS OF CONCENTRATE TO ADD	17.48	TOTAL GALLONS ACTUALLY USED 1,311	after 12,090
		LBS. OXIDE PER GALLON OF SOLUTION 0.1864	Difference 62
		TOTAL LBS. OXIDE 244	GALLONS IN COMBO TANK
		<b>Gage Retention 0.55</b>	before 2,330
			after 1,081
			Difference 1,249
			GALLONS ACTUALLY USED 1,311

S/N.11155 1:39PM 4/27/18 #6051  
MODE:CCAW CT: 18  
GIVEN DENSITY: 32.00 PCF  
COMPOUND % CONC. BALANCE PCF  
CrO3 1.166 45.9 0.37  
CuO 0.4354 17.1 0.14  
As2O5 0.9484 37.0 0.38  
\*\*TOTALS:2.54 % 100 % 0.81

XX

Min. Allowable Penetration: 16/20 Actual: 20

Min. Allowable Retention: 0.60 Actual: .81

Material has been treated in accordance with all applicable AWWA Standards and meets or exceeds these standards.

Digitally signed by:

Mark  
4/27/2018 1:50:16PM

Material did not meet the required standards and must be retreated. Tag has been marked accordingly. Material will be placed in the rework area.

Signed:





**American**  
Timber and Steel

PO Box 767 / 4832 Plank Rd / Norwalk, OH 44857  
P: 419-666-1610 F: 419-663-1077

I certify that all drippage has  
stopped on this material.

Fresh Air Start 3/13/2018 12:26:24AM  
Fresh Air End 3/13/2018 12:36:25PM

**Charge # 47871**

Norwalk

Digitally signed by:

Mark

3/13/2018 1:25:08PM

DATE 3/13/2018 10:26:27AM

TECHNICIAN Mark

Raw Item #	Treated Item #	Description	# Pcs	# Units
FH10120-7001	FH10120-7301	FH 10X12-7' SBTR (1H) POST CCA	72	6
OH07090-60LE	OH07090-62LE	LEC STOCK OH 7-8' X 8' SYP ROUND G/R POST .50 CCA STOCK	72	4

TOTAL BD FT 6,424

BULK GALS. TO IMPREGNATE 1,424

GALS. NEEDED TO FILL COMBO TANK	733	<b>Solution CCA 2.2</b>	GALLONS TO WORK TANK	
GALS. OF WATER/ GALS. OF CONCENTRATE	44	TO COMPUTE LBS. OXIDE PER CUBIC FOOT OF WOOD	before 12,093	
GALLONS OF CONCENTRATE TO ADD	16.66	TOTAL GALLONS ACTUALLY USED 1,020	after 12,069	Difference 24
		LBS. OXIDE PER GALLON OF SOLUTION 0.1864	GALLONS IN COMBO TANK	
		TOTAL LBS. OXIDE 190	before 2,330	
		<b>Gage Retention 0.50</b>	after 1,334	Difference 996
			GALLONS ACTUALLY USED	1,020

S/N 11155 1:07PM 3/13/18 #5883  
MODE:CCAW CT: 18  
GIVEN DENSITY: 32.00 PCF  
COMPOUND % CONC. BALANCE PCF  
CrO3 1.116 44.6 0.36  
CuO 0.4022 16.1 0.13  
As2O5 0.9847 39.3 0.32  
\*\*TOTALS:2.50 % 100 % 0.80

\*\*

Min. Allowable Penetration: 16/20 Actual: 20

Min. Allowable Retention: 0.60 Actual: .80

Material has been treated in accordance with all applicable  
AWPA Standards and meets or exceeds these standards

Digitally signed by:

Mark

3/13/2018 1:25:05PM

Material did not meet the required standards and must be  
retreated. Tag has been marked accordingly. Material will be  
placed in the rework area.

Signed: \_\_\_\_\_





**American**  
Timber and Steel

PO Box 767 / 4832 Plank Rd / Norwalk, OH 44857  
P: 419-668-1610 F: 419-663-1077

I certify that all drippage has  
stopped on this material

Fresh Air Start 3/6/2018 10:05:04AM  
Fresh Air End 3/6/2018 10:10:50AM

**Charge # 47853**

Norwalk

Digitally signed by:

Mark

3/6/2018 11:03:15AM

**DATE 3/6/2018 9:13:22AM**

**TECHNICIAN Mark**

Raw Item #	Treated Item #	Description	# Pcs	# Units
0512001-1002	0512001-1302	5" X 12' SYP ROUND TURNED POST .60 CCA	160	5
FH04090-1001	FH04090-1301	FH 4X9-12" SBTR (1H) BLOCK CCA	150	2
MW06081-4002	MW06081-4302	MW 6X8-14" RTD OS WOOD BLOCK .50 CCA	180	2
OH06084-2001	OH06084-2301	OH 6X8X42-1/2" TYPE II B/A CCA.60	80	2

**TOTAL BD FT 5,557**

**BULK GALS. TO IMPREGNATE 1,424**

<b>GALS. NEEDED TO FILL COMBO TANK</b>	<b>1,180</b>	<b>Solution CCA 2.2</b>	<b>GALLONS TO WORK TANK</b>
<b>GALS. OF WATER/ GALS. OF CONCENTRATE</b>	<b>44</b>	<b>TO COMPUTE LBS. OXIDE PER CUBIC FOOT OF WOOD</b>	before 12,116
<b>GALLONS OF CONCENTRATE TO ADD</b>	<b>26.82</b>	<b>TOTAL GALLONS ACTUALLY USED</b>	after 12,119
		<b>LBS. OXIDE PER GALLON OF SOLUTION</b>	Difference 3
		<b>TOTAL LBS. OXIDE</b>	<b>GALLONS IN COMBO TANK</b>
			before 2,330
			after 1,380
			Difference 940
		<b>Gage Retention 0.46</b>	<b>GALLONS ACTUALLY USED</b>
			937

S/N 11155 10:59AM 3/06/18 #5866  
MODE:CCAW CT: 10  
GIVEN DENSITY: 32.00 PCF  
COMPOUND % CONC. BALANCE PCF  
CrO3 1.811 45.9 0.32  
CuO 0.3748 17.8 0.12  
As2O5 0.8175 37.1 0.26  
\*XTOTALS:2.20 % 100 % 0.70 \*\*

Min. Allowable Penetration: **16/20** Actual: **19**

Min. Allowable Retention: **0.60** Actual: **.70**

Material has been treated in accordance with all applicable  
AWPA Standards and meets or exceeds these standards.

Digitally signed by:

Mark

3/6/2018 11:03:13AM

Material did not meet the required standards and must be  
re-treated. Tag has been marked accordingly. Material will be  
placed in the rework area

Signed:



**American**

Timber and Steel

P.O. Box 787 / 4832 Plank Road / Norwalk, OH 44857  
P: 419-668-1810 F: 419-668-7537Bill of Lading Number: **228600**

Date: 08/03/2018

Cust Ref: 526

**Ship From:**AMERICAN TIMBER AND STEEL CO. INC.  
4832 Plank Rd  
Norwalk, OH 44857**Consignee And Destination:**JAMES H. DREW CORPORATION  
8701 ZIONSVILLE RD  
INDIANAPOLIS, IN, 46268  
317/876-3739

Supplier Name: SHEKINAH EXPEDITING, INC.

Carrier Name:

Trailer Number:

Seal Number(s):

**Special Instructions:**

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)

Prepaid

Collect

3rd Party

No. Packages	HM	Description or Articles, Special Marks and Exceptions	ERG #	Class Or Rate	✓
1		TYPE A STEEL-BACKED TIMBER GUARDRAIL 400' (10' SEC.)			
✓ 40		FH06101-0302 - FH 6X10-9'11.5" RAIL ASSM CORTEN CCA (2.50 units @ 16 pcs)			
✓ 38		FH10120-7301 - FH 10X12-7' SBTR (1H) POST CCA (3.17 units @ 12 pcs)			
✓ 38		FH04090-1301 - FH 4X9-12" SBTR (1H) BLOCK CCA			
38		4906030-3401 - 3/8"X6"X30" SPLICE PLATE FH (CORTEN)			
38		4958150-9900 - 5/8"X15" CARRIAGE BOLT (CORTEN) - DOMESTIC			
38		4958050-9900 - 5/8"X4.75"OD X1/4" THICK PLATE WASHER (CORTEN) - DOMESTIC			
38		4958110-9900 - 5/8" HEX NUT (CORTEN) - DOMESTIC			
304		4934090-9900 - 3/4"X8-1/2" CARRIAGE BOLT (CORTEN) - DOMESTIC			
304		4934100-9900 - 3/4" HEX NUT TYPE 3 (CORTEN) - DOMESTIC			

117548  
P.O. 526  
EWhere the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

**NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C - 14706(c)(1)(A) and (B).**

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

Shipper Signature

**SHIPPER SIGNATURE / DATE**

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S.

**Trailer Loaded:**

- ☐
- By Shipper
- 
- ☐
- By Driver

**Freight Counted:**

- ☐
- By Shipper
- 
- ☐
- By Carrier/Partners sale to carrier
- 
- ☐
- By Driver/Pieces

**CARRIER SIGNATURE / PICKUP DATE**

Carrier acknowledges receipt of packages and required records. Carrier certifies emergency response information was made available and/or emergency response guidebook of 49 CFR 171.15(a) is on file.

Property described above is loaded in good order, secure in transit.



## THE STANDARD BILL OF LADING FORM - NOT NEGOTIABLE

Page 2 of 3



P O Box 767 / 4832 Plank Road / Norwalk OH 44857  
P: 419-668-1610 F: 419-668-7537

Bill of Lading Number: 228600

Date: 08/03/2018

Cust Ref: 526



## Ship From:

AMERICAN TIMBER AND STEEL CO. INC.  
4832 Plank Rd  
Norwalk, OH 44857

## Consignee And Destination:

JAMES H. DREW CORPORATION  
8701 ZIONSVILLE RD  
INDIANAPOLIS, IN, 46268  
317/876-3739

## Special Instructions:

Supplier Name: SHEKINAH EXPEDITING, INC.

Carrier Name:

Trailer Number:

Seal Number(s):

Freight Charge Terms: (freight charges are prepaid  
unless marked otherwise)

Prepaid

Collect

3rd Party

No. Packages	HM	Description or Articles, Special Marks and Exceptions	ERG #	Class Or Rate
304		4934000-9900 - 3/4" WASHER 1-1/2" O.D. (CORTEN) - DOMESTIC		
4		STEEL-BACKED TIMBER GUARDRAIL FAT-30 CORTEN		
✓ 12		FH06101-0302 - FH 6X10-9'11.5" RAIL ASSM CORTEN CCA		
✓ 12		FH10120-7301 - FH 10X12-7' SBTR (1H) POST CCA (100 units @ 12 pcs)		
✓ 12		FH04090-1301 - FH 4X9-12' SBTR (1H) BLOCK CCA		
12		4906030-3401 - 3/8"X6"X30" SPLICE PLATE FH (CORTEN)		
12		4958150-9900 - 5/8"X15" CARRIAGE BOLT (CORTEN) - DOMESTIC		
12		4958110-9900 - 5/8" HEX NUT (CORTEN) - DOMESTIC		
12		4958050-9900 - 5/8"X4 75"OD X1/4" THICK PLATE WASHER (CORTEN) - DOMESTIC		
96		4934090-9900 - 3/4"X8-1/2" CARRIAGE BOLT (CORTEN) - DOMESTIC		

Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14705(e)(1)(A) and (B)

RECEIVED: subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

## SHIPPER SIGNATURE / DATE

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S.

## Trailer Loaded:

- ☐ By Shipper  
☐ By Owner

## Freight Counted:

- ☐ By Shipper  
☐ By Driver/pallets sold to  
company  
☐ By Driver/Pieces

## CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required proceeds. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

Signature: [Signature]  
Date: 8/3/2018

Property described above is marked in packages, except as noted.

8/2/2018 11:19 am

Page 2 of 3




**American**  
 Timber and Steel

 P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857  
 P: 419-668-1610 F: 419-668-7537
Bill of Lading Number: **228600**

Date: 08/03/2018

Cust Ref: 526

**Ship From:**
 AMERICAN TIMBER AND STEEL CO. INC.  
 4832 Plank Rd  
 Norwalk, OH 44857
**Consignee And Destination:**
 JAMES H. DREW CORPORATION  
 8701 ZIONSVILLE RD  
 INDIANAPOLIS, IN, 46268  
 317/876-3739
**Special Instructions:**

Supplier Name: SHEKINAH EXPEDITING, INC.

Carrier Name:

Trailer Number:

Seal Number(s):

 Freight Charge Terms: (freight charges are prepaid  
 unless marked otherwise)

Prepaid

Collect

3rd Party

No. Packages	HM	Description or Articles, Special Marks and Exceptions	ERG #	Class Or Rate	✓
96		4934100-9900 - 3/4" HEX NUT TYPE 3 (CORTEN) - DOMESTIC			
86		4934000-9900 - 3/4" WASHER 1-1/2" O.D. (CORTEN) - DOMESTIC			
16		4934210-9905 - 3/4"X22" HDG HEX HD BOLT/2WSH/1NT			
8		4908090-4101 1/2"X6"X9" (4H) BACKUP PLATE (HDG)			
1		CERTCCA-0000 - CCA TREATING CERTIFICATIONS REQUIRED " INDIANA "			

 Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
 "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

**NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).**

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

**SHIPPER SIGNATURE / DATE**

This is to certify that the above named materials are properly classified, packaged, marked and labeled and are in proper condition for transport, according to the applicable regulations of the U.S.

**Trailer Loaded:**

- ☐
- By Shipper
- 
- ☐
- By Owner

**Freight Counted:**

- ☐
- By Shipper
- 
- ☐
- By Owner/Plate sold to carrier
- 
- ☐
- By Owner/Pieces

**CARRIER SIGNATURE / PICKUP DATE**

Carrier acknowledges receipt of packages and required documents. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

  
 Properly described above is interest in good order - except as noted



Conarroe, Tim

---

From: Ogg, Chris <cogg@carmel.in.gov>  
Sent: Monday, February 10, 2020 8:45 AM  
To: Conarroe, Tim; Tyler Joseph  
Cc: Huffman, David  
Subject: RE: Timber Rail

I agree with Tim.

**Chris Ogg, PE**  
Assistant City Engineer  
Carmel Engineering Department  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Sent:** Monday, February 10, 2020 8:44 AM  
**To:** Ogg, Chris <cogg@carmel.in.gov>; Tyler Joseph <tjoseph@rieth-riley.com>  
**Cc:** Huffman, David <DHuffman@carmel.in.gov>  
**Subject:** RE: Timber Rail

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Tyler,

Please send the cost justification from JH Drew through me as you would for a regular EWA cost proposal. This will need to be included in a future change order, unless Chris wants to handle this somehow outside of the contract.

Thanks.

Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Thursday, February 6, 2020 2:00 PM  
**To:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Cc:** Conarroe, Tim <TConarroe@structurepoint.com>; Huffman, David <DHuffman@carmel.in.gov>  
**Subject:** RE: Timber Rail

Tyler,

Could you see if they could deliver the material to one of the Street Department storage areas? Also, can they send justification for the cost?



Thanks.

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317 571 2436  
C: 317 945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Thursday, February 6, 2020 1:19 PM  
**To:** Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
**Subject:** Timber Rail

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Chris/Tim,

Drew has +/- 140LFT of timber rail material and 3 timber approaches in their yard that was intended to be used on Enterprise Dr. They would like to be paid the material value if their isn't any other spot to place the railing. Total = +/- \$11,500.

Let me know if you need additional info.



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<https://www.structurepoint.com/>



# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

February 26<sup>th</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: Underpass Luminares @ End Bents Proposal**

Tim,

The following proposal is for the custom underpass luminaires and brackets at the end bents.  
The below referenced pricing is representative of 3 luminaires at each end bent.

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
End Bent Underpass Luminaires	6	EA	\$ 3,529.98	\$21,179.90

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890





# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE:	2/29/20	Work Performed:	Underpass Luminaires
CONTRACT:	16-ENG-05	PROJECT	96th & Keystone
FORCE ACCOUNT/EXTRA WORK FOR:	Custom Underpass Luminaire brackets @ End Bents		

## LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR					\$0.00 (2)
FICA	7.50	%	x	LINE (2)	\$0.00 (3)

## FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$22.32	=	\$0.00
COMBINATION	0.00	x	\$16.14	=	\$0.00
FINISHER	0.00	x	\$15.86	=	\$0.00
FOREMAN	0.00	x	\$18.71	=	\$0.00
LABORER	0.00	x	\$15.86	=	\$0.00
MECHANIC	0.00	x	\$18.71	=	\$0.00
OPERATOR (103)	0.00	x	\$18.71	=	\$0.00
OPERATOR (841)	0.00	x	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$18.71	=	\$0.00
QA TECH	0.00	x	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$18.71	=	\$0.00
TEAMSTER	0.00	x	\$15.62	=	\$0.00

TOTAL FRINGES					\$0.00 (4)
---------------	--	--	--	--	------------

WORKERS COMPENSATION	5.72	%	x	LINE (2)	\$0.00 (5)
BODILY INJURY / PROPERTY DAMAGE INSURANCE	5.80	%	x	LINE (2)	\$0.00 (6)
STATE UNEMPLOYMENT	3.85	%	x	LINE (2)	\$0.00 (7)
FEDERAL UNEMPLOYMENT	0.40	%	x	LINE (2)	\$0.00 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3)					\$0.00 (9)
TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9					\$0.00 (10)
20 % x LINE (10)					\$0.00 (11)
GRAND TOTAL LABOR LINES (10) + (11)					\$0.00 (12)



**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$0.00	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL: LINE (18) + (19)	\$0.00	(20)
12 % x LINE (20)	\$0.00	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$0.00	(22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FWHA HOURLY RATE	HOURS	EXTENSION
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$0.00	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$0.00	(26)
12 % x LINE (26)	\$0.00	(27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27)	\$0.00	(28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
James H. Drew ( 6EA @ \$3245.59)	\$19,473.54

TOTAL SUBCONTRACT WEEK ENDING	\$19,473.54	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$300.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$1,153.15	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	\$20,926.69	(33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33)	\$20,926.69	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$230.19	(35)
10 % x LINE (35)	\$23.02	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	\$21,179.90	(37)



**JobName:**  
**Task:**

16 - ENG - 05 96TH & KEYSTONE AVE RIETH-RILEY  
CUSTOM UNDERPASS LUMINAIRE BRACKETS 6 EACH

<b><i>LABOR</i></b>						
<b>CODE</b>	<b>DESCRIPTION</b>	<b>RATE</b>	<b>REG</b>	<b>HOURS O.T.</b>	<b>OT Rate</b>	<b>TOTAL <i>Total Labor \$</i></b>
	Foreman	53.70	-	-	-	-
	Operator	53.26	-	-	-	-
	Laborer	38.88	16.00	-	-	622.08
	Electrician	53.70	16.00	-	-	859.20
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
	<b>Total Labor</b>		32	0	-	1,481.28

<b>EQUIPMENT</b>					
<b>CODE</b>	<b>TYPE</b>	<b>DAY RATE</b>	<b>DAY</b>	<b>+ Hours</b>	<b>Total \$</b>
	Foremen's Truck	150.00	2.00	-	300.00
	Bucket Truck	250.00	2.00	-	500.00
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	<b>Total Equipment</b>				<b>800.00</b>

[illegible]

<b>MATERIAL</b>					
<b>CODE</b>	<b>Description</b>	<b>RATE</b>	<b>QUANTITY</b>	<b>TOTAL</b>	<b>Total \$</b>
	Luminaire bracket	2,475.00	6.00	14,850.00	14,850.00
	stainless anchors	5.00	30.00	150.00	150.00
	"	"	"	"	"
	"	"	"	"	"
	"	"	"	"	"
	"	"	"	"	"
	"	"	"	"	"
	"	"	"	"	"
	"	"	"	"	"
	<b>Total Material</b>				<b>15,000.00</b>

OTHER							Total \$
CODE	DESCRIPTION	RATE	INV #	WHO		TOTAL	
							-
							-
							-
							-
							-
Total Other							-

**Date:** \_\_\_\_\_

**JAMES H DREW**

<i>Labor</i>	\$	1,481.28	<i>Equipment</i>	\$	800.00
<i>OH&amp;P @ 20%</i>	\$	296.26	<i>OH&amp;P @ 12%</i>	\$	96.00
<i>Total Labor</i>	\$	1,777.54	<i>Total Equipment</i>	\$	896.00
 <i>Material</i>	\$	15,000.00	 <i>Subs</i>	\$	0.00
<i>OH&amp;P @ 12%</i>	\$	1,800.00	<i>5%</i>	\$	0.00
<i>Total Material</i>	\$	16,800.00	 <i>Total Subs</i>	\$	0.00

<b>Grand Total</b>	<b>19,473.54</b>
--------------------	------------------

**\$19,473.54 / 6 each = \$3,245.59**

UNIT PRICE	\$ 3,245.59
------------	-------------





Phone: 317-931-3675 Fax: 317-931-3681  
Phone: 502-240-0202 Fax: 502-861-8575

**QUOTED TO:**

James H Drew  
Doug Seuring

**DATE:** 1/31/2020

**PROJECT:** 96th St. & Keystone 116 Underpass

**Quote:** 20-69636-0

QTY	CATALOG NUMBER	MFG	UNIT PRICE	TOTAL \$
6	24 509 (LED WALL LUMINAIRE)	BEGA	2475.00	14,850.00
	FREIGHT ALLOWED - ONE RELEASE ONE DESTINATION			
			TOTAL	\$ 14,850.00

**All items quoted as NET 30**

**QUOTE IS VALID FOR 30 DAYS FROM QUOTE DATE**

**FREIGHT ALLOWED BASED ON BOM - CHANGE IN QUANTITIES WILL RESULT IN A REQUOTE - ONE RELEASE ONE DESTINATION**

**SIGNED APPROVED SUBMITTAL REQUIRED PRIOR TO RELEASE OF MATERIAL**

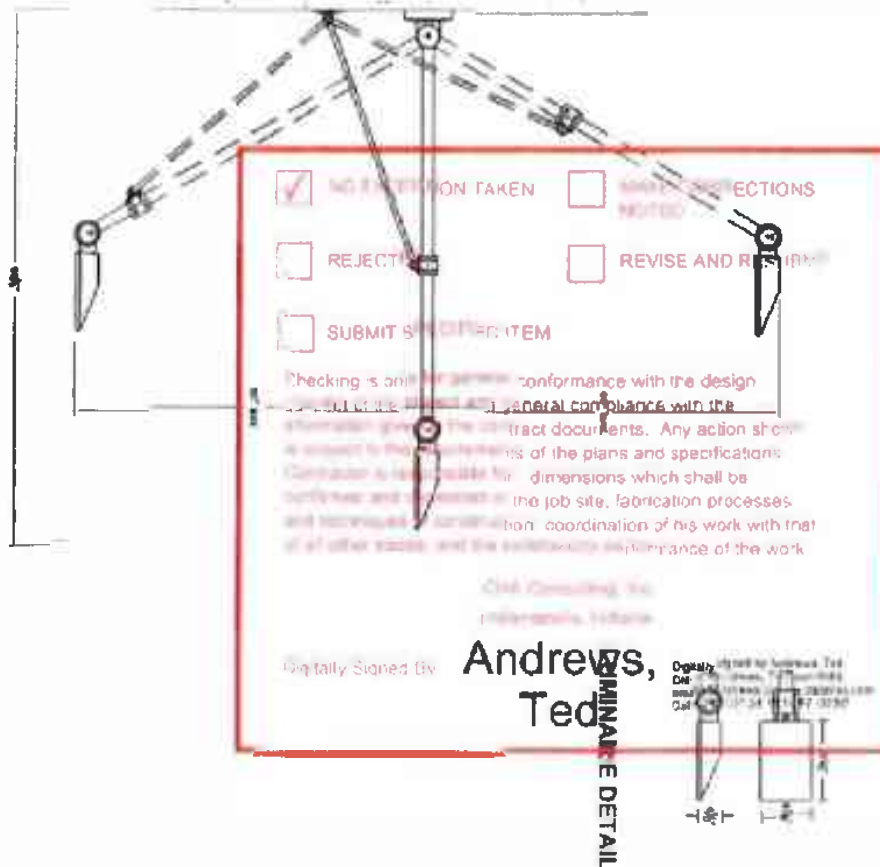
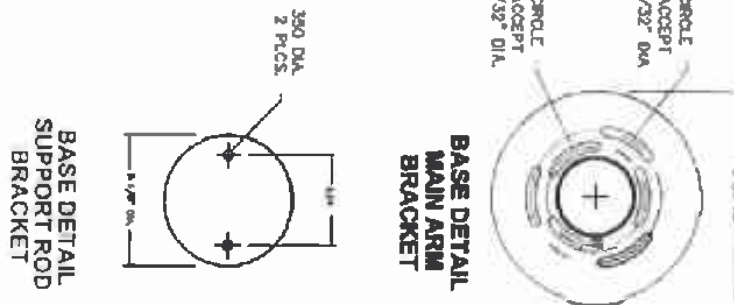
**COUNTS NOT GUARANTEED**

**SALES TAX NOT INCLUDED**

**Questions concerning this quotation? Contact: Christine Olson @ 317-789-8155**



NOTE LUMINAIRE # 24 509 - SEE SPECIFICATIONS.



TYPE:

SUBMITTAL APPROVAL			CAT NO.: 24 509		<b>BEGA</b> 1000 Bega Way Carpinteria, Ca. 93013 (805) 684-0533
APPROVED BY: _____			PROJECT: _____		
SIGNED: _____ DATE: _____			LOCATION: _____		
REV.	DATE	DESCRIPTION	DRAWN	DATE: 2/8/2018 FILE NAME: 24509.dxf	
This print contains confidential information which is the property of BEGA U.S. By acceptance this information, the borrower agrees that it will not be used for any other purpose other than that which it was loaned.					



From: Conarroe, Tim  
Sent: Monday, March 2, 2020 11:42 AM  
To: Tyler Joseph  
Cc: Nicole Klass (nklass@structurepoint.com); Chris Ogg; Doug Seuring  
Subject: FW: Underpass Luminaires @ End Bents  
Attachments: Tyler Joseph.vcf; Underpass Luminaire Proposal (2.26.20).pdf

Tyler,

Based on the previous approval of the subcontractor price (2/7/2020), I am in agreement with your final marked up price for the (6) bracket mounted underpass luminaires at Bent 1 and Bent 3. I will go ahead and process this on a change order.

Let me know if you have any questions.

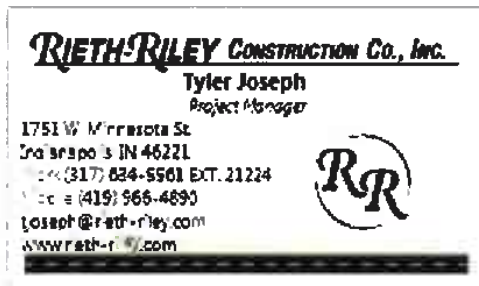
Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

From: Tyler Joseph <tjoseph@rieth-riley.com>  
Sent: Wednesday, February 26, 2020 10:19 AM  
To: Conarroe, Tim <TConarroe@structurepoint.com>  
Subject: Underpass Luminaires @ End Bents

Tim,

Please see attached proposal.

Thanks,



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From: Tyler Joseph <tjoseph@rieth-riley.com>  
Sent: Monday, July 20, 2020 3:45 PM  
To: Conarroe, Tim  
Cc: Klass, Nicole  
Subject: Median Barrier Wall Coatings Proposal  
Attachments: Tyler Joseph.vcf

Tim,

See below breakdown for the barrier wall pricing:

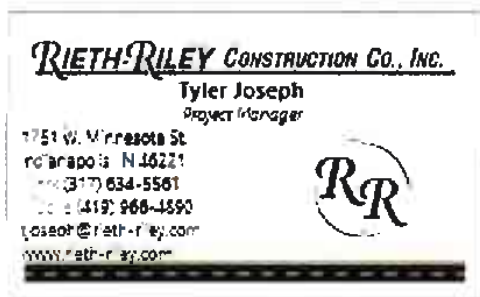
- Masonry Coating: 35,530 SF x \$4.00/SFT (Contract UP) = **\$142,120.00**
- Anti-Graffiti Coat: 1 LS x \$75,323.60 = **\$75,323.60**
- Bond Cost: \$217,443.60 x 1.1% = **\$219,835.48**
- **TOTAL = \$219,835.48**

Exclusions/Inclusions:

- Lane closures to be paid under items 369 and/or 370.
- All lane closures will be setup during the day and the coatings will be performed during the day.

Let me know if you have any questions.

Thanks,



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Klass, Nicole

---

From: Ogg, Chris <cogg@carmel.in.gov>  
Sent: Tuesday, July 21, 2020 12:00 PM  
To: Klass, Nicole  
Cc: Conarro, Tim  
Subject: RE: Median Barrier Wall Coatings Proposal

Nicole,

Let's save some dollars and not graffiti coat the inside barrier.

Do you know if they will have any of that masonry coating paint left to give the street department for maintenance?

Thanks.

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317 945 7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

From: Klass, Nicole <nklass@structurepoint.com>  
Sent: Tuesday, July 21, 2020 11:23 AM  
To: Ogg, Chris <cogg@carmel.in.gov>  
Cc: Conarro, Tim <TConarro@structurepoint.com>  
Subject: RE: Median Barrier Wall Coatings Proposal

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Just a note, the graffiti coat does add a little shine/gloss look to the paint, so there may be a slight difference in look if they don't do it. But, that's the only difference, so cars driving by might not even notice.

Nicole

From: Klass, Nicole  
Sent: Tuesday, July 21, 2020 11:17 AM  
To: 'Ogg, Chris' <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
Cc: Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
Subject: RE: Median Barrier Wall Coatings Proposal

Yes, the coated absolutely everything. But, they did show the separate prices in case you wanted to omit the graffiti part of the work (i.e. what are the chances of someone stopping to graffiti that center barrier)



Nicole

From: Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
Sent: Tuesday, July 21, 2020 11:07 AM  
To: Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
Cc: Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
Subject: RE: Median Barrier Wall Coatings Proposal

Was anti-graffiti coat applied to all of the outside barrier (including the side facing the roadway)?

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317-945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

From: Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
Sent: Tuesday, July 21, 2020 11:05 AM  
To: Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
Cc: Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
Subject: RE: Median Barrier Wall Coatings Proposal

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They will plan on beginning this work Monday!

For reference, the original bid price of \$652,632.00 for the Anti-Graffiti Coat was to cover 116,743 SFT. That equals almost \$6.00/SFT.  $\$6 \times 35,530 \text{ SFT} = \$210,000$ .

Nicole

From: Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
Sent: Tuesday, July 21, 2020 10:48 AM  
To: Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
Cc: Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
Subject: RE: Median Barrier Wall Coatings Proposal

Nicole,

Go ahead and give them the NTP for the coloring. Let me get back with you on the anti-graffiti coating later today.

Thanks.

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)



One Civic Square  
Carmel IN, 46032  
O: 317.571 2436  
C: 317 945 7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
**Sent:** Tuesday, July 21, 2020 9:48 AM  
**To:** Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
**Cc:** Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
**Subject:** FW: Median Barrier Wall Coatings Proposal

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Chris,

See below for the pricing to paint the median barrier.  
The \$4/SFT is the same price we have in the contract for the rest of the work at this intersection.  
The Anti-Graffiti Coat was bid at \$652,632 for the 96<sup>th</sup> St. intersection and \$989,800 for the rest of the Keystone Corridor, for reference, so \$75,323.60 seems reasonable.

Thomas Industrial was wanting to know how likely this work will go. They are nearly complete with their originally bid work, so they are in the debate as to if they should remove their equipment or leave it for this work.

Thanks,

Nicole

**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Monday, July 20, 2020 3:45 PM  
**To:** Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
**Cc:** Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
**Subject:** Median Barrier Wall Coatings Proposal

Tim,

See below breakdown for the barrier wall pricing:

- Masonry Coating: 35,530 SF x \$4.00/SFT (Contract UP) = **\$142,120.00**
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- Bond Cost: \$217,443.60 x 1.1% = **\$219,835.48**
- TOTAL = **\$219,835.48**

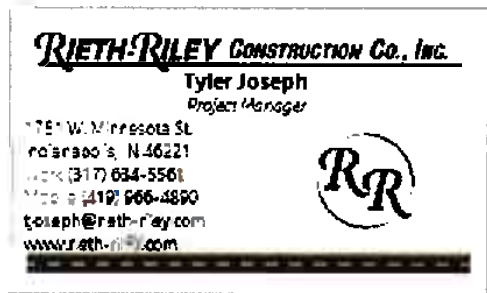
Exclusions/Inclusions:

- Lane closures to be paid under Items 369 and/or 370.
- All lane closures will be setup during the day and the coatings will be performed during the day.

Let me know if you have any questions.



Thanks,



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## \*IMPORTANT NOTES\*

Nancy Heck's office **does not** recommend this event be approved due to number of expected people – 4000.

It was Ok'd by CPD and CFD.

The Hamilton Co. Health Dept. approved the event (all events over 500 people are reviewed by them due to State COVID regulations.)

Clay Terrace has already started promoting the event including mailed flyers that were received in City Hall. (See attached)



Select Language ▼

38

20

CLAY  
TERRACE

**BOO 'n  
BREW**

**FALL FESTIVAL**

Join us for this year's 8th  
Annual BOO 'n BREW  
Fall Festival on October 24th, 2020  
From 2-6pm at Clay Terrace Mall!

Trick or Treating, Beer Garden, Live Entertainment & more all in one afternoon  
YOU can be there TOO!

Showcase your Business to thousands of visitors in ONE DAY!

13 grid





**October 24th, 2020  
from 2-6 PM**



PRSR T ST  
U.S. POST  
PAID  
INDIANAPOLIS  
PERMIT NO

- Clay Terrace Hosted its Inaugural BOO 'n BREW Fall Festival back in 2013
- 2016 attendance over 12,000
- 2020 will include live performances from Indianapolis' favorite local bands Stella Luna & The Satellites and Toy Factory.
- 2020 will include live performances from Silly Safari
- Participating retailers and restaurants pass out candy to those 10 & under.
- Proceeds of the event will support the Carmel Education Foundation and Carmel Youth Assistance Program.
- Beer Garden will feature local craft brews for purchase with signature commemorative cups for guests to keep.
- Don't miss this year's T-Shirt Toss off the Main stage. Purchase your own signature shirt and help raise money for the Carmel Education Foundation.
- Opportunity for vendors to showcase their business along the Blvd. & more!

If you or your business would like to join us in 2020 or would like more information contact **Melanie Sturgis**, Director of Marketing, at Clay Terrace [melanie.Sturgis@washingtonprime.com](mailto:melanie.Sturgis@washingtonprime.com) or 317-818-0725

**COMMIT TO A TABLE BY OCTOBER 6TH  
AND RECEIVE A \$100 DISCOUNT!**

314 22 \*\*\*\*\* AUTO\*\*5-DIGIT 46032

Mayor Jim Brainard  
City of Carmel  
1 Civic Sq  
Carmel, IN 46032-2584



2nd Way  
OCT 2020  
CLERK  
165  
165  
3300





**CITY OF CARMEL**

REVIEWED VIA EMAIL

JACOB 9-30

BPW 10-7

CRED

CFD

CPD

ENG

Much- Rec Not Approving

Sutton oh 9-17-20

Keith OK 9-15-20

N/A

(only if needed for street use)

INFORMATION

Sent 9-14

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person Melanie Sturgis

Email melanie.sturgis@washingtonprime.com

Phone Number: 3178180725

Cell Number:

Address

Street Address

14390 Clay Terrace BLVD

Address Line 2

Suite 165

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Name/Organization: Washington Prime Group

Organization Type:

Residency/Location:

Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: 8th Annual BOO 'n BREW Fall Festival

Event Date

10/24/2020

End Date

10/24/2020

Number of People Expected: 4,000

Set-Up Start time 06:00:00 AM

Tear Down End Time 10:00:00 PM



Event Start time:

02:00:00 PM

Event end time:

06:00:00 PM

Rehearsal

☐ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☐ NO

Description of Event:

Provide a brief description of event

Astronauts, witches, pirates, and princesses celebrate fall and an early Halloween with their parents in tow at Clay Terrace's annual Boo 'n Brew. Adults can enjoy beer in the beer garden, and kids can enjoy the annual Malloween, a mall-wide, safe trick -or-treating event. Children ages 10 and under will be able to trick -or-treat from store to store. Other fun activities will include live music, silly safari animal shows, face painting, balloon artists, and more!

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☐ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☐ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☐ TRAFFIC CONTROL
- ☒ ONSITE SECURITY
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☒ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

14390 Clay Terrace BLVD  
Suite 165  
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.  
BNB 2020.pdf 85.27KB



- Type of Closure:
- ☐ Rolling closure
  - ☐ Total closure
  - ☐ Lane restrictions - explain below
  - ☐ Other - explain below
  - ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure See attached map for traffic flow for closure.

#### SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at [www.govpaynow.com](http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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# HAMILTON COUNTY

INDIANA

## HEALTH DEPARTMENT

Charles Harris, M.D. - Health Officer

### COVID-19 - PUBLIC EVENT - HEALTH PLAN REVIEW REQUEST

Special or seasonal events scheduled to occur on or after July 23, 2020, and where the total attendance is expected to exceed 250 individuals, must have an event plan approved by the local health officials before proceeding. Use "SEND" button at bottom of form to submit form and attach plan documents.

Event Name 8th Annual BOO 'n BREW Fall Festival

Event Address 14390 Clay Terrace Blvd

Date of event 10-24-20 Event hours 2-6pm

Number of people expected daily TBD

Will food vendors or concessions be available? ☒ Yes ☐ No

Will this be a recurring event? ☐ Yes ☒ No If Yes, how often: ☐ weekly ☐ monthly ☐ annually

Person(s) in Charge of event (PIC) Melanie Strugis

PIC Phone: 317-818-0725 Fax 317-818-0902 E-mail address melanie.sturgis@washingtonprime.com

Organization Name Clay Terrace

Organization Address, City, State, Zip 14390 Clay Terrace Blvd. Suite 165 Carmel, IN 46032

Event Plan: Event organizers must develop and submit to the local health department a written plan outlining the steps to be taken to mitigate against COVID-19. Each plan must address the following issues:

- Capacity Limits – outlining what steps have been taken and will be taken to ensure the overall capacity does not exceed the allowable limits and how social distancing will be achieved;
- Guest Information – Identifying the appropriate information to be provided to guests to stay home if sick or part of a vulnerable population, engage in social distancing, increase handwashing, etc.;
- Social Distancing Measures – identifying measures to be employed to ensure attendees engage in social distancing such as the use of multiple entrances, designated seating, one-way flow of attendees, ground markings, etc.
- Staff & Volunteer screening – identifying measures to be taken to appropriately screen staff and volunteers of COVID-19 symptoms;
- Increased Sanitation – outlining step to be taken to ensure the event space is appropriately cleaned and sanitized, that high touch areas have increased cleaning, and that additional handwashing or hand sanitizing is available;
- Face Covering – identifying if face coverings are recommended or required; and
- Compliance – identify the number of staff or volunteers who will be available and sufficient to monitor and ensure compliance with the approved plan or other Executive Order directives.

Source : EO 20-36



Dixon, Carol

# Social Distance / CDC Plan

**From:** Melanie Sturgis <melanie.sturgis@washingtonprime.com>  
**Sent:** Monday, September 14, 2020 10:24 AM  
**To:** Dixon, Carol  
**Subject:** RE: Clay Terrace Fall Festival  
**Attachments:** Event Plan Contact Form\_BNB2020.pdf

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Carol,

Please see the attached form and the below plan. Since this is still a fluid process please let me know if there is any additional protocols we need to add to our event plan.

We will add in additional floor marking to mark the flow of traffic. We have added in additional sanitation stations on property and inside the event space.

We are encouraging people to wear masks and to abide by CDC guidelines.  
We have increased cleaning protocols on property.

Our staff does daily health screening before coming into work. Our staff is practicing social distancing and wearing masks. Management staff has additional hand sanitation, gloves and masks on them in case of addition uses.

Our programing is free to the public which allows for our community to come to as much or a little as they are comfortable with.

We have worked with our community partners to ensure that we are keeping our community, tenants, and staffs' safety top of mind.

Our food vendors will be submitted to Ashley and her team. They are all responsible to follow the health departments and their companies protocols for safety.

We have additional stanchions in place for lines and to help space guests.

We have additional security patrolling the event, as well as hiring additional CPD for event security.

As always thank you for all of your help and support during this time as well as over the years.  
Please do not hesitate to call me on my cell, 317-900-9377, or shoot me a quick email with anything.

All the best,  
Melanie

MELANIE (AJDAHARIAN) STURGIS  
Area Marketing Director

CLAY TERRACE / VILLAGE PARK PLAZA / KEYSTONE SHOPPES / GREENWOOD PLUS / WASHINGTON PLAZA  
14390 Clay Terrace Blvd., Suite 165  
Carmel, IN 46032  
Office: 317.818.0725  
Cell: 317.900.9377  
Fax: 317.818.0920  
[melanie.sturgis@washingtonprime.com](mailto:melanie.sturgis@washingtonprime.com)



# Clay Terrace Request



- CPD Officers
- Road Block by Barricades
- Traffic Flow
- Block Road For Event.



# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Washington Prime Group  
Name of Organization/Applicant

\*

*Melanie Sturgis*

Signature of Authorized Agent/Applicant

Melanie Sturgis, Area Marketing Director  
Printed Name and Title (if applicable)

14390 Clay Terrace BLVD  
Suite 165  
Address of Organization/Applicant

9/14/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**



## CITY OF CARMEL USE ONLY

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Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



Deposit



CITY OF CARMEL

JACOB 9/30  
BPW 6/7

REVIEWED VIA EMAIL

CRED OK Much 9-28-20  
CFD OK Sutton 9-29-20  
CPD OK Keith 9-25-20  
ENG N/A

INFORMATION

Sent 9-25 (only if needed for street use)

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person Lindsey Hohl  
Email Lindsey.Hohl@yahoo.com

Phone Number:

Cell Number: 3179851011

Address  
Street Address  
5314 Creekbend Drive  
Address Line 2

City Carmel State / Province / Region IN  
Postal / Zip Code 46033 Country United States

Name/Organization:

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes  
☐ No

Event/Use Purpose: Small Wedding Ceremony

Event Date 10/22/2020 End Date 10/22/2020

Number of People Expected: 30

Set-Up Start time 03:00:00 PM

Tear Down End Time 06:00:00 PM



Event Start time:

04:00:00 PM

Event end time:

05:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Small wedding ceremony with family and friends.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☒ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☐ ELECTRICITY

☒ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

☐ VENDORS PRESENT

☐ FOOD SERVED

☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

☐ N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☐ TRAFFIC CONTROL
- ☐ ONSITE SECURITY
- ☐ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A

Please note the number of NO PARKING SIGNS needed  
10

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☒ Stage

Size of Stage

☒ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☒ Bounce House

☒ N/A

☒ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☒ Rolling closure
- ☒ Total closure
- ☒ Lane restrictions - explain below
- ☒ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

SECURITY DEPOSIT AND FEE:



**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY FACILITY USE POLICY

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Lindsey Hohl  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

5314 Creekbend Drive, Carmel, IN 46033  
Address of Organization/Applicant

9/25/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**



## CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



Deposit

JACOB 9-30  
BPW 10-7



**CITY OF CARMEL** REVIEWED VIA EMAIL

CRED Much OK 9-29-20  
CFD Sutton OK 9-14-20  
CPD Keith OK 9-14-20  
ENG NA

INFORMATION

(only if needed for street use)

Sent 9-14

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person Deborah Gangstad  
Email [dgangstad@carmelclayhistory.org](mailto:dgangstad@carmelclayhistory.org)  
Phone Number: 3178467117

Cell Number:

Address  
Street Address  
211 First Street SW  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46032 Country United States

Name/Organization: Carmel Clay Historical Society, Inc.

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Annual members' meeting

Event Date 10/25/2020 End Date 10/25/2020

Number of People Expected: 30

Set-Up Start time 12:00:00 PM

Tear Down End Time 03:00:00 PM



Event Start time:

01:00:00 PM

Event end time:

02:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☒ YES

☒ NO

Description of Event:

Provide a brief description of event

CCHS members meet once a year to vote for board members and officers. We celebrate outstanding CCHS volunteers and award our "Heritage Award" to a outstanding citizen who has influenced Carmel in some way. There will also be a recap of the past year and a projection of our future goals.

This event will be rain or shine. We asked members to dress for the weather and provide their own chairs and refreshments. There will be tape pieces on the floor marking 6 ft. of social distancing. These will be removed before we leave, as will any trash.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

☐ CENTER GREEN

☐ CIVIC SQUARE FOUNTAIN AREA

☒ CIVIC SQUARE GAZEBO

☐ JAPANESE GARDEN

☐ MONON & MAIN PLAZA

☐ MIDDTOWN PLAZA - Events must be free and open to the public.

☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

☐ SOPHIA SQUARE

☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

☒ ELECTRICITY

☒ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

☐ JAMES BUILDING RESTROOMS (CENTER GREEN)

☐ N/A

☐ Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY



VENDORS:

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- ☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)
- ☐ TRAFFIC CONTROL
- ☐ ONSITE SECURITY
- ☐ BARRICADES
- ☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☒ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

Size of Stage

☐ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☐ Bounce House

☒ N/A

☐ Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.



Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

#### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Carmel Clay Historical Society, Inc.  
Name of Organization/Applicant

\*

*Deborah Gangstad*

Signature of Authorized Agent/Applicant

Deborah Gangstad Executive Director  
Printed Name and Title (If applicable)

211 First Street SW  
Address of Organization/Applicant

9/11/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**



## CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_





CITY OF CARMEL

Mayor Preapproved 9-17-20  
Retro BPW Approval  
REVIEWED VIA EMAIL

JACOB 9-30  
BPW 10-7

CRED OK Brewen et al 9-17-20  
CFD OK Sutton 9-17-20  
CPD OK Keith 9-18-20  
ENG NA

## INFORMATION

Sent 9/17 (only if needed for street use)

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person: Jamie Ginder

Email: jmginder65@gmail.com

Phone Number: 3174312512

Cell Number: 3174312512

Address: Street Address  
2620 Heathermoor Park Drive S.  
Address Line 2  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46074 Country: United States

Name/Organization: Jonathan Jennings Chapter Daughters of the American Revolution

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
☒ Yes  
☐ No

Event/Use Purpose: God! Star Family Luminary Night

Event Date: 9/27/2020 End Date: 9/27/2020

Number of People Expected: 20

Set-Up Start time: 06:00:00 PM

Tear Down End Time: 10:00:00 PM



Event Start time:

07:00:00 PM

Event end time:

09:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

To honor all Gold Star Families the Jonathan Jennings Chapter is taking part in the Luminary Initiative. <http://luminaryinitiative.com/>.

Due to COVID 19, we plan to keep this event a simple memorial, not a big public event. We will be lighting luminaries at the Veterans Memorial at 768 3rd Ave SW, Carmel, IN. We will light the luminaries with battery operated candles at dusk and remove them after 9pm.

We will only invite chapter members and would expect less than 20 people. We plan to take pictures and share on social media to show our support for Gold Star Families around the nation and honor the loved ones they have lost.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CENTER GREEN
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDDTOWN PLAZA - Events must be free and open to the public.
- ☒ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- ☐ SOPHIA SQUARE
- ☒ Other Veterans Memorial

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CENTER GREEN)
- ☒ N/A
- ☐ Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT  
☐ FOOD SERVED  
☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.  
☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS)  
☐ TRAFFIC CONTROL  
☐ ONSITE SECURITY  
☐ BARRICADES  
☐ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)  
☒ N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

Size of Stage

- ☐ Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.



Type of Closure:

- ☒ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

#### SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at [www.govpaynow.com](http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

#### DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.



# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Jonathan Jennings Chapter DAR, Jamie Ginder, Regent  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Jamie Ginder, Regent  
Printed Name and Title (If applicable)

2620 Heathermoor Park Dr. S.  
Carmel, IN 46074  
Address of Organization/Applicant

9/17/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**



## CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_





JAMES BRAINARD, MAYOR

September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: LANE RESTRICTIONS, ROAD CLOSURE, OPEN PAVEMENT CUT- 909 OSWEGO**

Dear Board Members:

Mr. Zach Spitz with Elevation Excavation, Inc. is requesting approval for lane restrictions, road closure, and open pavement cuts for the retirement and installation of utilities for a new residence at 909 Oswego (exhibit attached). A lane and sidewalk closure for one working day is needed to perform a water main tap. The sanitary sewer installation will require a full road closure to facilitate an open pavement cut across the full width of the road. The road closure will only be required during working hours and is expected to last 1 day.

The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer





*ELEVATION EXCAVATION*

*1132 South Range Line Road*

*Carmel, IN 46032*

*317-816-3149 Fax: 317-846-0217*

Caleb Warner  
City of Carmel  
1 Jefferson Square  
Carmel IN. 46032

9/17/2020

Dear Caleb,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed road and sidewalk cut and closure at 909 Oswego Road in downtown Carmel. The work is to be performed for Old Town Design Group and is for the installation of water and sanitary sewer utilities to the proposed construction. The existing water service line abandonment, new live tap, and installation of the new water line to R-W line will require a full road closure (approx. 8-9 hours). The existing sanitary sewer abandonment and new sanitary sewer line installation to R-W line will require a sidewalk cut and closure (approx. 5-7 hours). I have included a layout of the proposed work and a traffic control plan for the full road and sidewalk closure for reference.

Thanks

Zach Spitz  
Elevation Excavation Inc.



# Hamilton County, Indiana

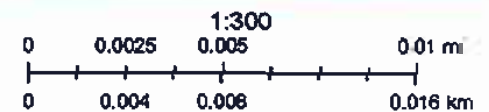


September 17, 2020

Parcel Boundary (public)

*Sewer - existing line abandonment, new sewer line installation (sidewalk closure)*

*Water - existing water line abandonment, new line top, new water line installation to R/W line (full road closure)*



909  
Design  
Road  
←



# TRAFFIC CONTROL PLAN Hamilton County, Indiana

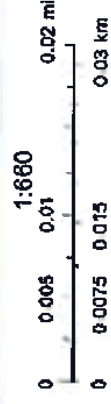


September 17, 2020

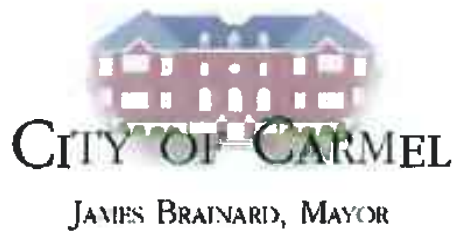
 Parcel Boundary (public)

 Detour signs

 Road closed signs







March 13, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: OPEN PAVEMENT CUT & LANE RESTRICTIONS – RANGELINE ROAD, CITY CENTER DRIVE, 3<sup>RD</sup> AVE SW**

Dear Board Members:

Ms. Steffanie Straub with CSU Inc. is requesting approval for lane restrictions and open pavement cuts to allow boring for placement of new fiber optic cable along Rangeline Road, City Center Drive, and 3<sup>rd</sup> Ave SW (exhibit attached). The proposed fiber optic install will require lane restrictions and pavement cuts to verify the location of existing utilities. Work is scheduled to begin upon Board approval.

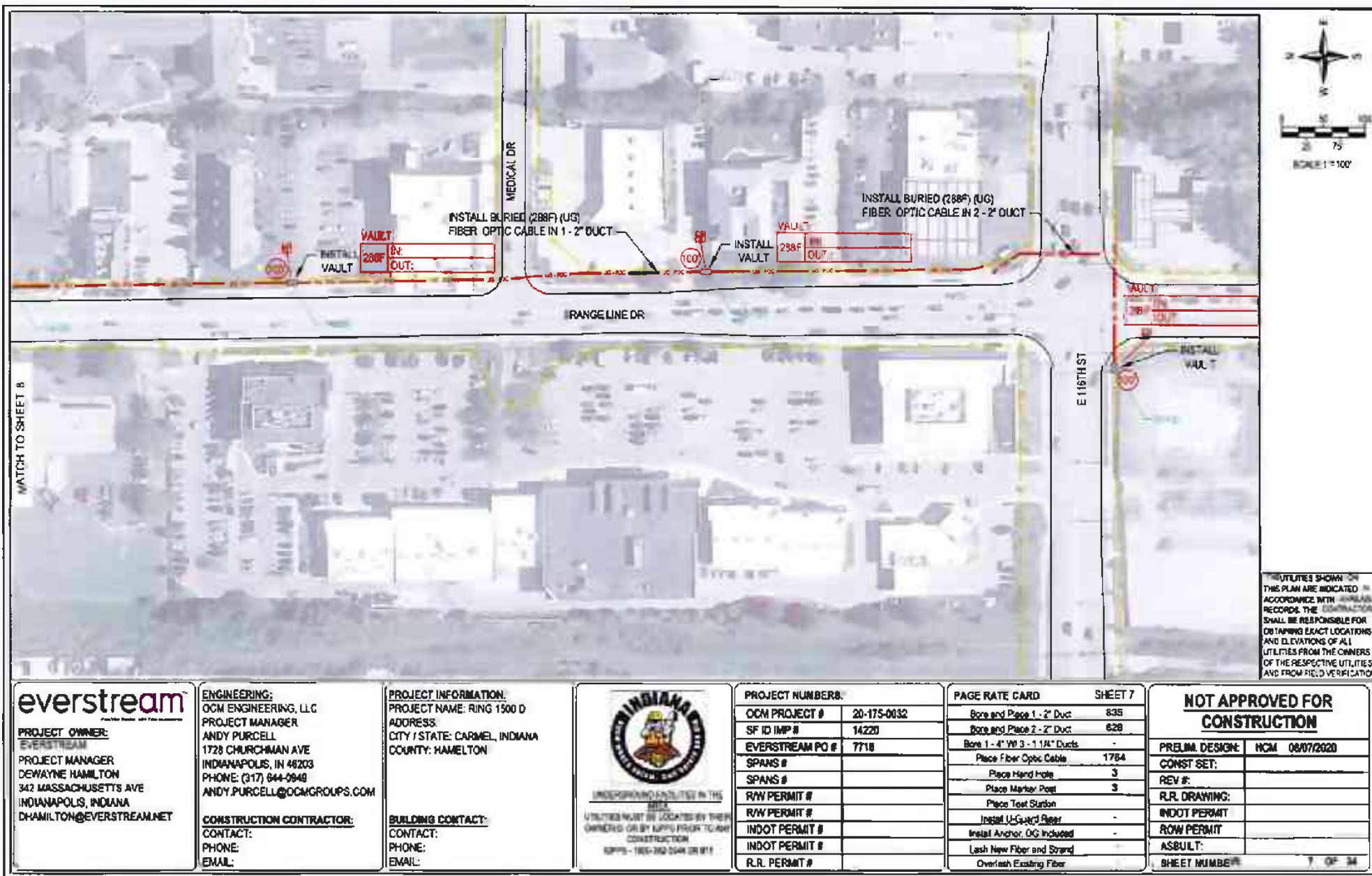
The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area
- Access to all adjoining properties shall be maintained at all times.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.
- Pavement shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

**everstream**

**PROJECT OWNER:**  
EVERSTREAM  
**PROJECT MANAGER:**  
DEWAYNE HAMILTON  
342 MASSACHUSETTS AVE  
INDIANAPOLIS, INDIANA  
DHAMILTON@EVERSTREAM.NET

**ENGINEERING:**  
OCM ENGINEERING, LLC  
**PROJECT MANAGER:**  
ANDY PURCELL  
1728 CHURCHMAN AVE  
INDIANAPOLIS, IN 46203  
PHONE: (317) 844-0948  
ANDY.PURCELL@OCMGROUPS.COM

**CONSTRUCTION CONTRACTOR:**  
**CONTACT:**  
PHONE:  
EMAIL:

**PROJECT INFORMATION:**  
**PROJECT NAME:** RING 1500 D  
**ADDRESS:**  
**CITY / STATE:** CARMEL, INDIANA  
**COUNTY:** HAMILTON

**BUILDING CONTACT:**  
**CONTACT:**  
PHONE:  
EMAIL:



UNDERGROUND UTILITIES IN THE AREA  
UTILITIES MUST BE LOCATED BY THE  
OWNER OR BY A GPS PRIOR TO ANY  
CONSTRUCTION  
800-PS-1000-2000-2000-2000

**PROJECT NUMBERS:**

OCM PROJECT #	20-175-0032
SF ID IMP #	14220
EVERSTREAM PO #	7718
SPANS #	
SPANS #	
R/W PERMIT #	
R/W PERMIT #	
INDOT PERMIT #	
INDOT PERMIT #	
R.R. PERMIT #	

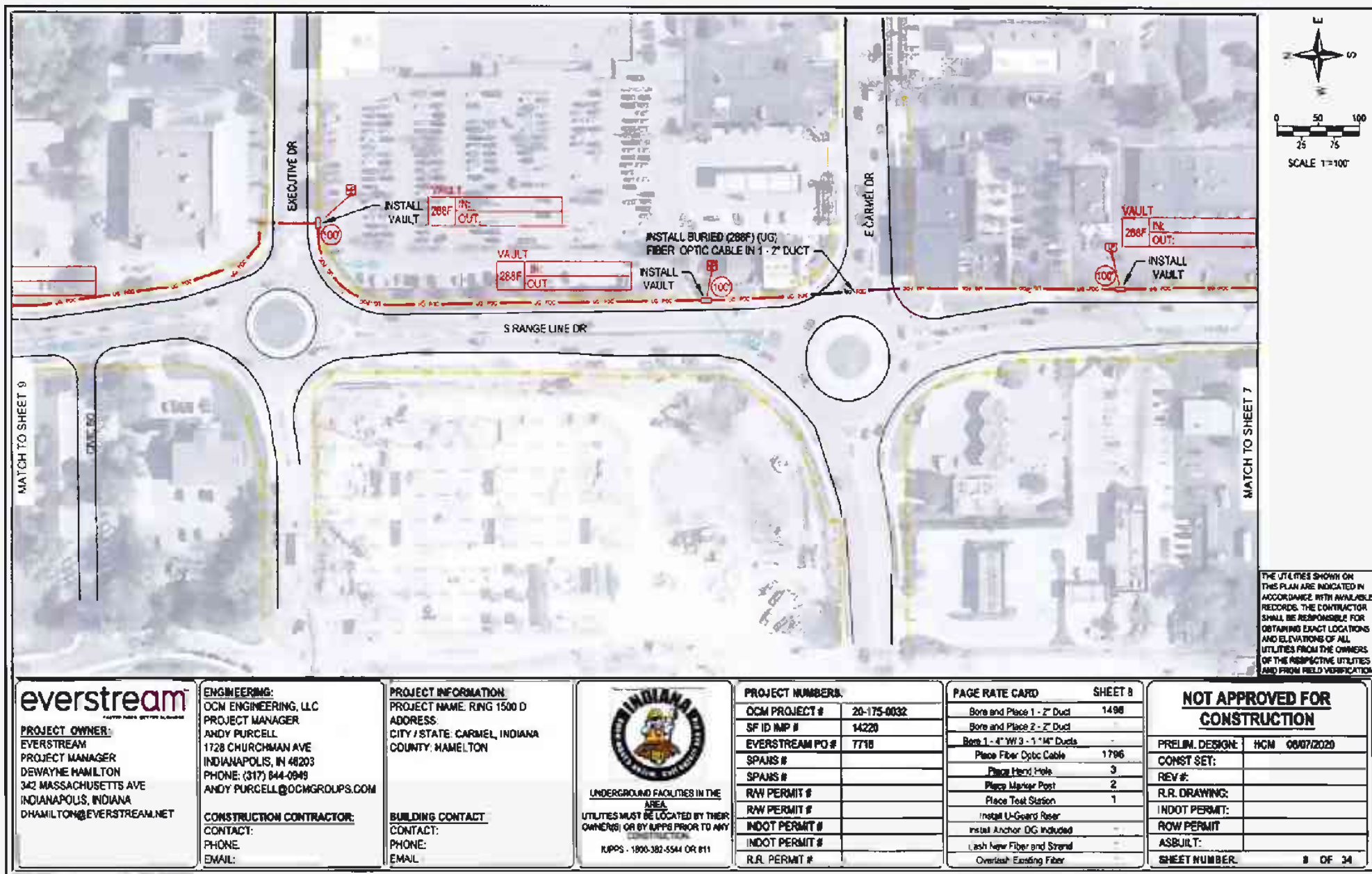
**PAGE RATE CARD**

	SHEET 7
Bore and Place 1 - 2" Duct	835
Bore and Place 2 - 2" Duct	628
Bore 1 - 4" YP 3 - 1 1/4" Ducts	-
Place Fiber Optic Cable	1784
Place Hand Hole	3
Place Marker Post	3
Place Test Station	-
Install U-Guard Riser	-
Install Anchor, DG Included	-
Lash New Fiber and Strand	-
Overlash Existing Fiber	-

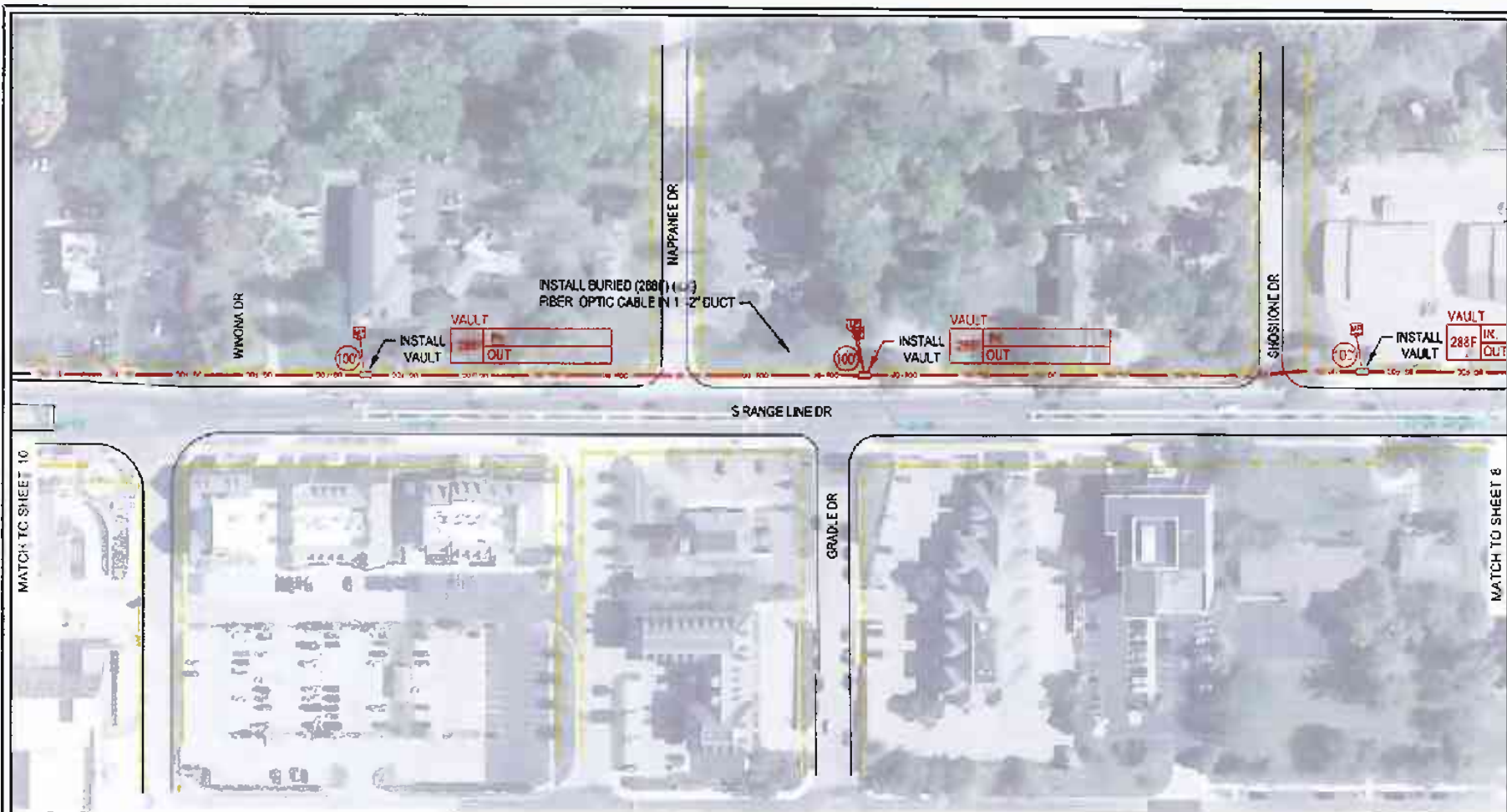
**NOT APPROVED FOR CONSTRUCTION**

PRELIM DESIGN:	NCM 08/07/2020
CONST SET:	
REV #:	
R.R. DRAWING:	
INDOT PERMIT	
R/W PERMIT	
ASBUILT:	
SHEET NUMBER:	7 OF 24









THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

**everstream**

**PROJECT OWNER:**  
EVERSTREAM  
**PROJECT MANAGER:**  
DEWAYNE HAMILTON  
342 MASSACHUSETTS AVE.  
INDIANAPOLIS, INDIANA  
DHAMILTON@EVERSTREAM.NET

**ENGINEERING:**  
OCM ENGINEERING, LLC  
**PROJECT MANAGER:**  
ANDY PURCELL  
1728 CHURCHMAN AVE  
INDIANAPOLIS, IN 46203  
PHONE: (317) 644-0948  
ANDY.PURCELL@OCMGROUPS.COM

**CONSTRUCTION CONTRACTOR:**  
CONTACT:  
PHONE:  
EMAIL:

**PROJECT INFORMATION:**  
PROJECT NAME: RING 1500 D  
ADDRESS:  
CITY / STATE: CARMEL, INDIANA  
COUNTY: HAMILTON

**BUILDING CONTACT:**  
CONTACT:  
PHONE:  
EMAIL:



UNDERGROUND FACILITIES IN THE AREA  
UTILITIES MUST BE LOCATED BY THEIR OWNERS OR BY RUPPS PRIOR TO ANY CONSTRUCTION  
RUPPS - 1-800-382-5544 OR 811

**PROJECT NUMBERS:**

OCM PROJECT #	20-175-0032
SF ID IMP #	14220
EVERSTREAM PO #	7718
SPANS #	
SPANS #	
R/W PERMIT #	
R/W PERMIT #	
INDOT PERMIT #	
INDOT PERMIT #	
R.R. PERMIT #	

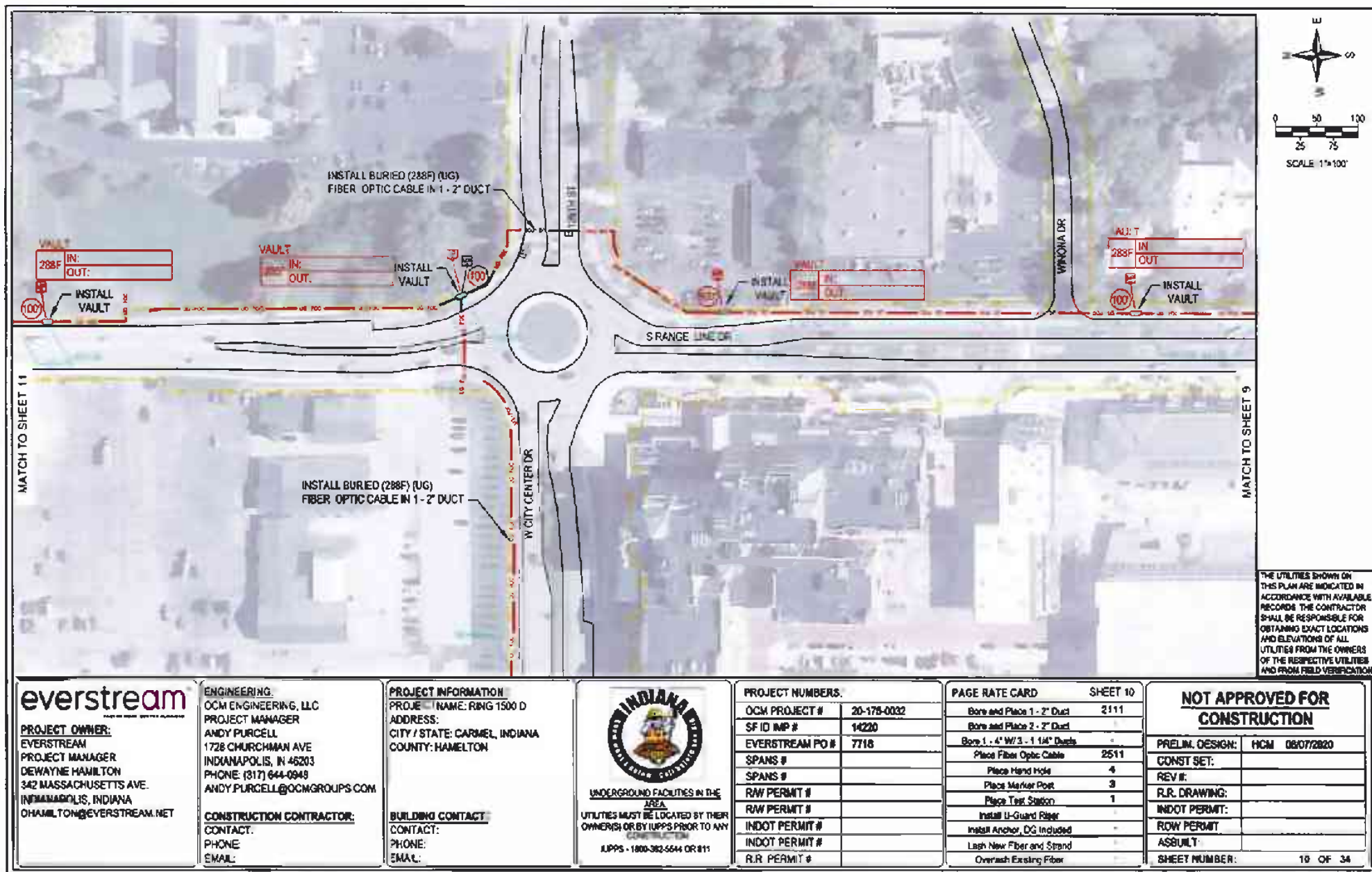
**PAGE RATE CARD**

	SHEET 9
Bore and Place 1 - 2" Duct	1500
Bore and Place 2 - 2" Duct	-
Bore 1 - 4" W/ 3 - 1 1/4" Ducts	-
Place Fiber Optic Cable	1000
Place Hand Hole	3
Place Manhole Post	2
Place Test Station	1
Install U-Guard Riser	-
Install Anchor DG Included	-
Lash New Fiber and Strand	-
Overlash Existing Fiber	-

**NOT APPROVED FOR CONSTRUCTION**

PRELIM. DESIGN:	HCM	06/07/2020
CONST SET:		
REV #:		
R.R. DRAWING:		
INDOT PERMIT:		
R/W PERMIT		
ASBUILT:		
SHEET NUMBER:	9 OF 34	



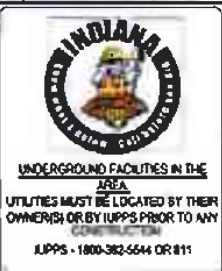


THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

**everstream**  
 PROJECT OWNER:  
 EVERSTREAM  
 PROJECT MANAGER  
 DEWAYNE HAMILTON  
 342 MASSACHUSETTS AVE.  
 INDIANAPOLIS, INDIANA  
 DHAMILTON@EVERSTREAM.NET

ENGINEERING:  
 OCM ENGINEERING, LLC  
 PROJECT MANAGER  
 ANDY PURCELL  
 1728 CHURCHMAN AVE  
 INDIANAPOLIS, IN 46203  
 PHONE: (317) 644-0949  
 ANDY.PURCELL@OCMGROUPS.COM  
 CONSTRUCTION CONTRACTOR:  
 CONTACT:  
 PHONE:  
 EMAIL:

PROJECT INFORMATION  
 PROJECT NAME: RING 1500 D  
 ADDRESS:  
 CITY / STATE: CARMEL, INDIANA  
 COUNTY: HAMILTON  
 BUILDING CONTACT:  
 CONTACT:  
 PHONE:  
 EMAIL:



PROJECT NUMBERS:	
OCM PROJECT #	20-175-0032
SF ID IMP #	14220
EVERSTREAM PO #	7716
SPANS #	
SPANS #	
RAW PERMIT #	
RAW PERMIT #	
INDOT PERMIT #	
INDOT PERMIT #	
R.R. PERMIT #	

PAGE RATE CARD	SHEET 10
Bore and Place 1 - 2" Duct	2111
Bore and Place 2 - 2" Duct	
Bore 1 - 4" W/ 3 - 1 1/4" Ducts	
Place Fiber Optic Cable	2511
Place Hand Hole	4
Place Marker Post	3
Place Test Station	1
Install U-Guard Riser	
Install Anchor, DG Included	
Lash New Fiber and Strand	
Overlash Existing Fiber	

NOT APPROVED FOR CONSTRUCTION	
PRELIM. DESIGN:	HCM 06/07/2820
CONST SET:	
REV #:	
R.R. DRAWING:	
INDOT PERMIT:	
ROW PERMIT:	
ASBUILT:	
SHEET NUMBER:	10 OF 34







MATCH TO SHEET 11



THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

**everstream**

**PROJECT OWNER:**  
EVERSTREAM  
**PROJECT MANAGER:**  
DEWAYNE HAMILTON  
342 MASSACHUSETTS AVE.  
INDIANAPOLIS, INDIANA  
DHAMILTON@EVERSTREAM.NET

**ENGINEERING:**  
OCM ENGINEERING, LLC  
**PROJECT MANAGER:**  
ANDY PURCELL  
1728 CHURCHMAN AVE  
INDIANAPOLIS, IN 46209  
PHONE: (317) 644-0949  
ANDY.PURCELL@OCMGROUPS.COM

**CONSTRUCTION CONTRACTOR:**  
CONTACT  
PHONE:  
EMAIL:

**PROJECT INFORMATION:**  
**PROJECT NAME:** RING 1500 D  
**ADDRESS:**  
**CITY / STATE:** CARMEL, INDIANA  
**COUNTY:** HAMILTON

**BUILDING CONTACT:**  
CONTACT  
PHONE:  
EMAIL:



UNDERGROUND UTILITIES IN THE AREA  
UTILITIES MUST BE LOCATED BY THEIR  
OWNERS OR BY AFGG PRIOR TO ANY  
CONSTRUCTION.  
AUG 13 - 1800 3RD 0041 OR 911

**PROJECT NUMBERS:**

OCM PROJECT #	20-175-0032
SF ID IMP #	14220
EVERSTREAM PO #	7710
SPANS #	
SPANS #	
RAW PERMIT #	
RAW PERMIT #	
INDOT PERMIT #	
INDOT PERMIT #	
R.A. PERMIT #	

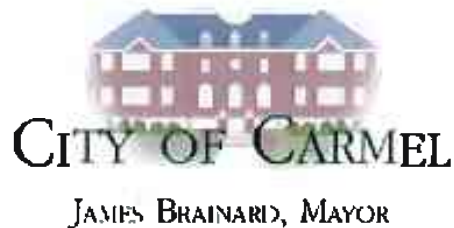
**PAGE RATE CARD**
**SHEET 12**

Shore and Place 1 - 2" Duct	11.00
Shore and Place 2 - 2" Duct	-
Shore 1 - 4" W.D. 3 - 1 1/4" Ducts	-
Place Fiber Optic Cable	14.00
Place 100' 100'	3
Place Marker Post	3
Place Test Station	1
Install U-Guard Road	-
Install Anchor, 30' Included	-
Load New Fiber and Strand	-
Darkish Taping Fiber	-

**NOT APPROVED FOR  
CONSTRUCTION**

PRELIM. DESIGN:	HCM	00/07/2020
CONST SET:		
REV #:		
R.R. DRAWING:		
INDOT PERMIT:		
ROW PERMIT		
ASBUILT:		
SHEET NUMBER:	12	OF 34





September 29, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: TEMPORARY CONSTRUCTION ENTRANCE-CARMEL CLAY PUBLIC LIBRARY EXPANSION**

Dear Board Members:

Kevin Gujral with the Skillman Corp. has requested approval of temporary construction entrances associated with the Carmel Clay Public Library expansion project. Two temporary construction entrances are proposed in the public right of way along 4<sup>th</sup> Ave SW (exhibit attached).

The Department of Engineering recommends that the Board approve the requested curb cut and lane restrictions contingent upon satisfaction of the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner understands that approval is granted for the construction entrances only

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





**CARMEL CLAY PUBLIC LIBRARY RENOVATION  
PHASE I - SEPTEMBER 2020 THROUGH MAY 31, 2021**

—○— Post Driven 6 Foot Tall Chain Link Fence  
 Construction Entrance with Gates

**SITE LOGISTICS PLAN  
SLP-01 07/20/20**



**Gate No. 1 – Proposed Location**



**20 Foot Wide Construction Entrance Required**



**Gate No. 2 – Proposed Location**



**Existing CCPL Parking Lot Entrance**



**Gate No. 2 – Proposed Re-Location During Underground Utility Work**



**20 Foot Wide Construction Entrance Required at this location during storm sewer and primary electric ductbank installation work**



**Gate No. 3 – Proposed Location**



**Existing CCPL Parking Lot Exit**





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: ADDITIONAL CURB CUT REQUEST – 10478 ROXLEY BEND**

Dear Board Members:

The property owner at 10478 Roxley Bend has requested approval for an additional curb cut at the private residence. The proposed additional curb cut will create a horseshoe driveway allowing access to the front door of the home (Exhibits attached).

The Department of Engineering recommends that the Board approve the requested additional curb cut contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-21B (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall be kept clean of dirt and debris at all times.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer



# WINDSOR GROVE II

WST.#200600066094  
LOT #8

CITY OF CARMEL, INDIANA  
10478 ROXLEY Bend

LOT SIZE: 26,633 SQ. FT.  
CONC. DRIVEWAY: 3,215± SQ. FT.  
PUBLIC WALK: 316± SQ. FT.  
PRIVATE WALK: 55± SQ. FT.  
SEEDING: 13,730± SQ. FT.  
SOD: 632± SQ. YD.

HOUSE TYPE: LANGDON - "R" - FULL BASEMENT  
OPTIONS:  
- 3-CAR SIDELOAD GARAGE  
- REAR PATIO



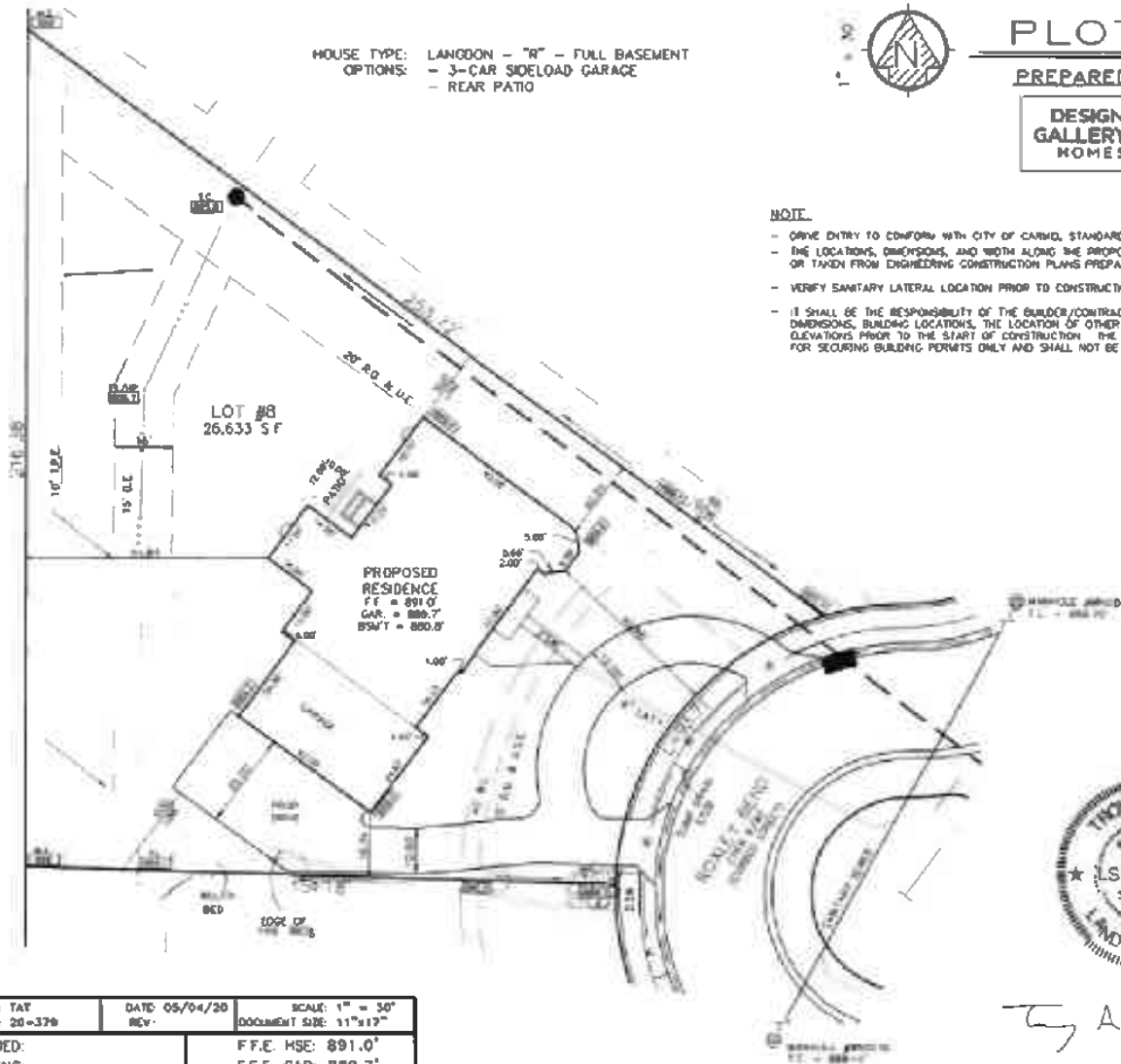
## PLOT PLAN

PREPARED FOR

DESIGN  
GALLERY  
HOMES by Drees

### NOTE:


- DRIVE ENTRY TO CONFORM WITH CITY OF CARMEL STANDARDS
- THE LOCATIONS, DIMENSIONS, AND WIDTH ALONG THE PROPOSED PUBLIC SIDEWALK WERE SCALED OR TAKEN FROM ENGINEERING CONSTRUCTION PLANS PREPARED BY OTHERS OR AS PROVIDED
- VERIFY SANITARY LATERAL LOCATION PRIOR TO CONSTRUCTION
- IT SHALL BE THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO VERIFY THE BUILDING DIMENSIONS, BUILDING LOCATIONS, THE LOCATION OF OTHER PERTINENT FEATURES AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. THE INTENDED USE OF THIS PLOT PLAN IS FOR SECURING BUILDING PERMITS ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.



000.0 - PROPOSED GRADE  
000.0 - EXISTING GRADE



T. A. T.

 <p><b>TRUE NORTH</b> YOU IN THE RIGHT DIRECTION</p>	LAND DEVELOPMENT CONSULTING & LAND SURVEYING SERVICES 11430 Glen Road, Suite 1100-219 Fishers, Indiana 46037 Phone: (317) 841-3754 Fax: (317) 841-3762 E-mail: Troy@TrueNorthIndy.com		DRAWN: TAT JOB#: 20-379 DATE: 05/04/20 REV:	SCALE: 1" = 50' DOCUMENT SIZE: 11" x 17"
	ZONED: ZONING:		F.F.E. HSE: 891.0' F.F.E. GAR: 889.7' F.F.E. BSM'T: 880.8'	





September 30, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY-POLE MAINTENANCE**

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to perform maintenance on existing aerial facilities in various locations (exhibits attached). The maintenance work includes replacement of existing pole mounted equipment and the placement of 2 utility poles that are needed to maintain proper safety requirements for the existing aerial electric facilities.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

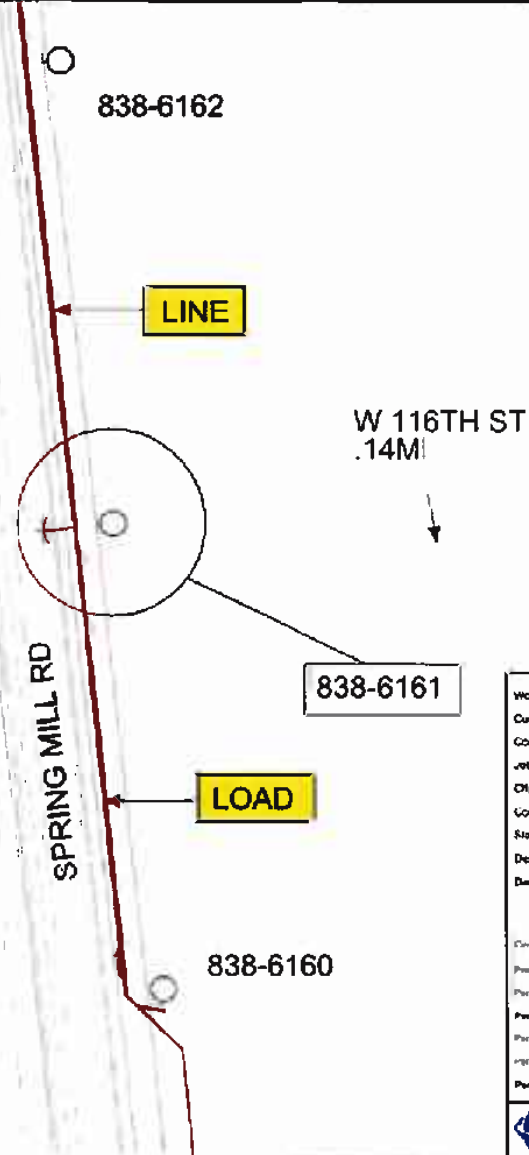




REMEMBER: Work zone area conditions may have changed for this job. Every one is responsible for verifying the above safety information is correct prior to any work being performed each day.

**P1: 838-6161**

**INSTALL STANDARD 09.10-101:**  
 REMOVE VOLTAGE CONTROLLER  
 INSTALL IVVC CONTROLLER & RISER  
 REMOVE (3) PHASE INSULATORS  
 INSTALL (3) LYNDSEY LINE SENSORS  
 REPLACE PHASE CROSSARM INSTALL 10FT CROSSARM  
 REPLACE CUTOUT CROSSARM INSTALL 8FT CROSSARM  
 REPLACE (1) ARRESTER  
 INSTALL ANTENNA  
 REMOVE SHIPPING JUMPER  
 BOND NEUTRAL BUS USING 6CUPCS  
 INSTALL NEUTRAL CURRENT SENSOR  
 INSTALL PADLOCK



Work Order Number	8628884
Customer/Contact	MATT GROVES
Contact Phone	317-76-5317
Job Site Address	11657 SPRING MILL RD
City	CARMEL
County	HAMILTON / CLAY TWP
State, Zip	IN, 46032
Designer	David J Dawes
Designer Phone	513-918-2252 EXT 3811
Circle ID	N1325471286
Primary Voltage	12.47 / 7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	





















USP: HOMEPAGE (430) CIRCUIT 1244 (12.47/2.2 KV)  
1) HOMEPAGE (430) CIRCUIT 1244 AT  
1328 E 111TH ST  
CARMEL, IN



Safety Reminders / Adverse Conditions  
TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:  
REMOVE AERIAL CABLE SPACERS AS NEEDED

REMEMBER Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1:  
POLE: 198-986  
BUILT TO STANDARD 08.10-101A  
(TRAFFIC FLAGGING REQUIRED)  
REPLACE POLE DUE TO CONDITION  
MOUNT CAP BANK ON SOURCE SIDE OF NEW POLE  
MOUNT X-ARM A MINIMUM 48" BELOW MESSENGER  
X-ARMS AND JUMPERS MUST BE INSTALLED ON LOAD SIDE

REMOVE:  
EXISTING 45'-4" POLE W/ GND (ONCE FOREIGN UTILITIES ARE TRANSFERRED)  
EXISTING CAPACITOR CONTROL  
(4) FUSED CUTOUPS  
(1) SPACER CABLE MESSENGER BRACKET  
(1) FIBERGLASS CUTOUP BRACKET  
-AERIAL CABLE SPACERS AS NEEDED  
-8CUPCS LEAD WIRE  
-SHIPPING JUMPER & T CAP NEUTRAL BUS AND CAP RACK

INSTALL:  
NEW 45'-4" POLE W/ GND (CUT EXISTING POLE FOR JOINT USE)  
POST CONTROL W/ RISER  
(2) 8" X-ARMS  
(1) SPACER CABLE MESSENGER BRACKET  
(3) LINE SENSOR INSULATORS (ON X-ARM)  
(1) NEUTRAL INSULATOR (ON X-ARM)  
(4) FUSED CUTOUPS  
-8CUPCS LEAD WIRE AND NEUTRAL BOND  
-ANTENNA  
-PADLOCK



POLE 088-511 (50' - 2)

P1  
POLE: 198-986 (45'-4)  
CAP: 1200KVA

TOWNSHIP: CLAY  
POLE: 074-307 (45' - 4)

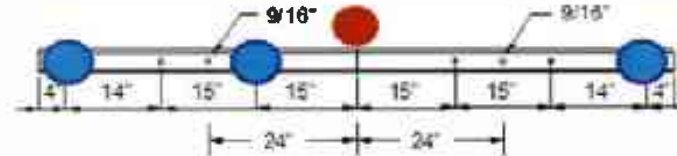
E 106TH ST

477AAC - A B C  
394AAC - N

W HOLADAY DR

3-1/2" X 4-1/2" X 8'-6" PIN

Item = 50124437



Holes are 11/16" except as noted

DUKE ENERGY CONTACT  
NAME: BRANDEN WESTENBERG  
CONTACT: (513)287-5630

Work Order Number	8629546
Customer/Contact	
Contact Phone	
Job Site Address	2023 E 106TH ST
City	CARMEL
County	HAMILTON
State, ZIP	IN 46032
Designer	ARINZE EKWEALOR
Designer Phone	765-969-6554
Drawn by	HOMEPAGE (430) CIRCUIT 1244
Primary Voltage	12.47/2.2 KV
Power Request	max. no.
Power Type/No. 2	CITY OF CARMEL
Power Type/No. 3	
Power Type/No. 4	



Sheet 1 OF 1  
Scale = 1"=100'





USP: Breaker at Substation - Carmel 1st Ave  
USP: Disconnected on Pole # HMI-6826  
USP:  
USP:



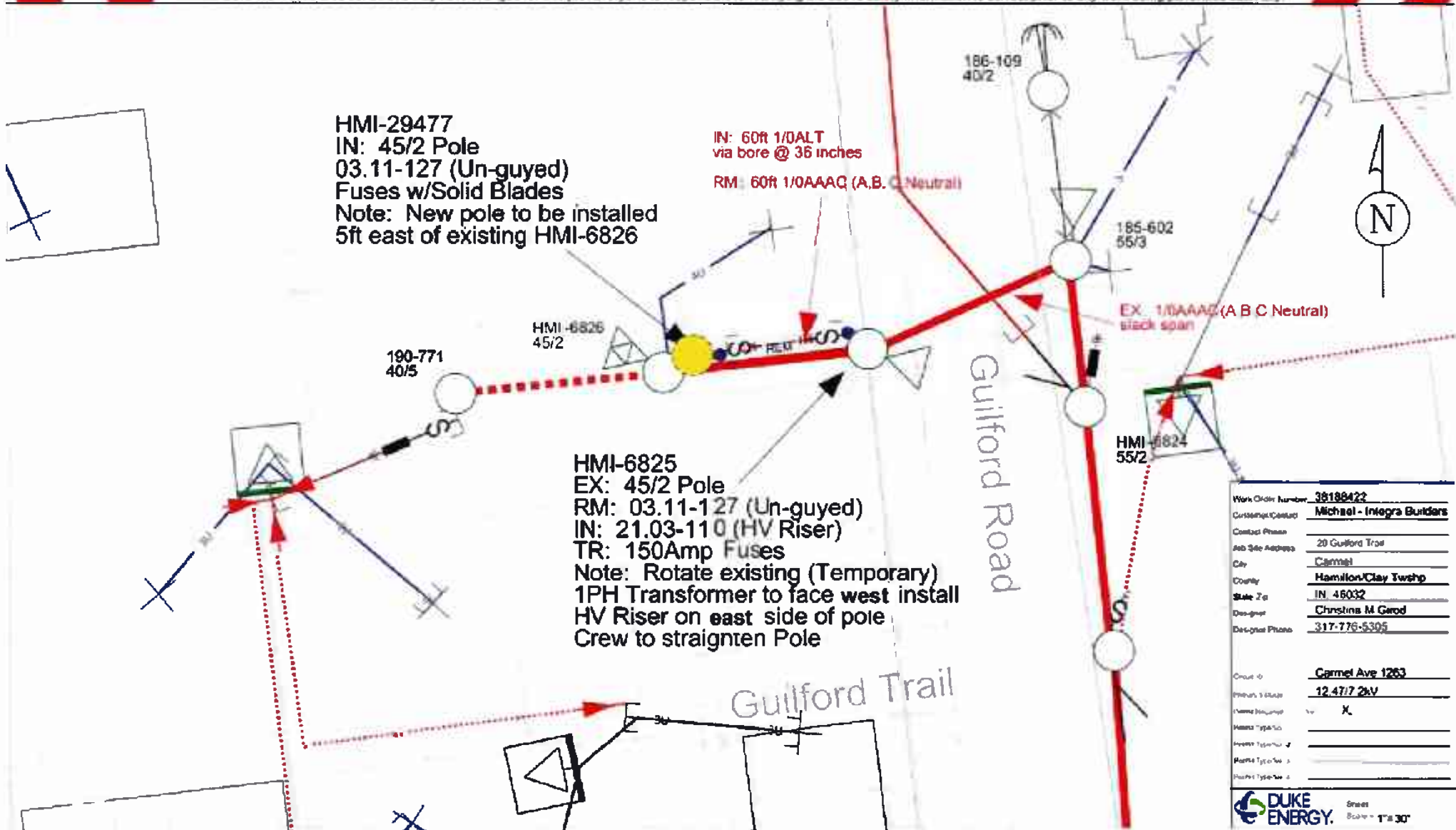
#### Safety Reminders / Adverse Conditions

W:  
T:  
H:  
I:



Work Zone General Comments: Double click to

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.







USP: HOMEPAGE (430) CIRCUIT 1247  
1) HOMEPAGE (430) SUBSTATION AT  
10602 N COLLEGE AVE, INDIANAPOLIS IN 46280



#### Safety Reminders / Adverse Conditions

TRAFFIC FLAGGING REQUIRED



#### Work Zone General Comments

POLE IS LOCATED 200' WEST FROM THE INTERSECTION  
OF N COLLEGE AVE AND E 106TH ST

REMEMBER Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day

P1  
POLE 186-440  
TRAFFIC FLAGGING REQUIRED  
BUILD SIMILAR TO STANDARD 9 10-101A  
AND 03.11-120  
ROTATE CAP BANK TO SOURCE SIDE OF POLE  
X-ARMS AND JUMPERS MUST BE  
INSTALLED ON LOAD SIDE OF POLE

REMOVE  
EXISTING CAPACITOR CONTROL  
(1) 10' DBL ALLEY X-ARM  
(1) 10' X-ARM  
(6) PRIMARY INSULATORS  
(4) FUSED CUTOUPS  
- 6 CUPCS LEAD WIRE  
- REMOVE SHIPPING JUMPER BETWEEN  
CAP NEUTRAL BUS AND CAP RACK

INSTALL  
POST-CONTROL W/ RISER  
(1) 10' FG X-ARM  
(1) 10' WD X-ARM  
(1) POLE TOP BRACKET  
(8) DE INSULATORS AND CLAMPS  
(3) LINE SENSOR INSULATORS  
(4) FUSED CUTOUPS  
(10) WILDLIFE GUARDS  
- 6 CUPCS LEAD WIRE AND NEUTRAL BOND  
- ANTENNA  
- PADLOCK

CLAY TOWNSHIP

BROADWAY AVE

N PARK AVE

LOAD SIDE

E 106TH ST

556 AAC - A,B,C  
470 AAC - N

SOURCE SIDE

POLE 049-820  
(80'-2)

P1  
POLE 186-440  
(85'-1)  
CAP - 600KVAR-ABC

POLE 049-819  
(70'-1)

N COLLEGE AVE

E 105TH ST

CORNELL AVE

Work Order Number	8628584
Customer/Contact	
Contact Phone	
Job Site Address	10602 N College Ave
City	INDIANAPOLIS
County	HAMILTON
State, Zip	IN, 46280
Designer	Peter Tsa
Designer Phone	260-425-0303
Order to	HOMEPAGE (430) CIRCUIT 1247
Primary Voltage	12.47/17.2 kV
Permit Reason	X
Permit Type/No.	INDIANAPOLIS CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

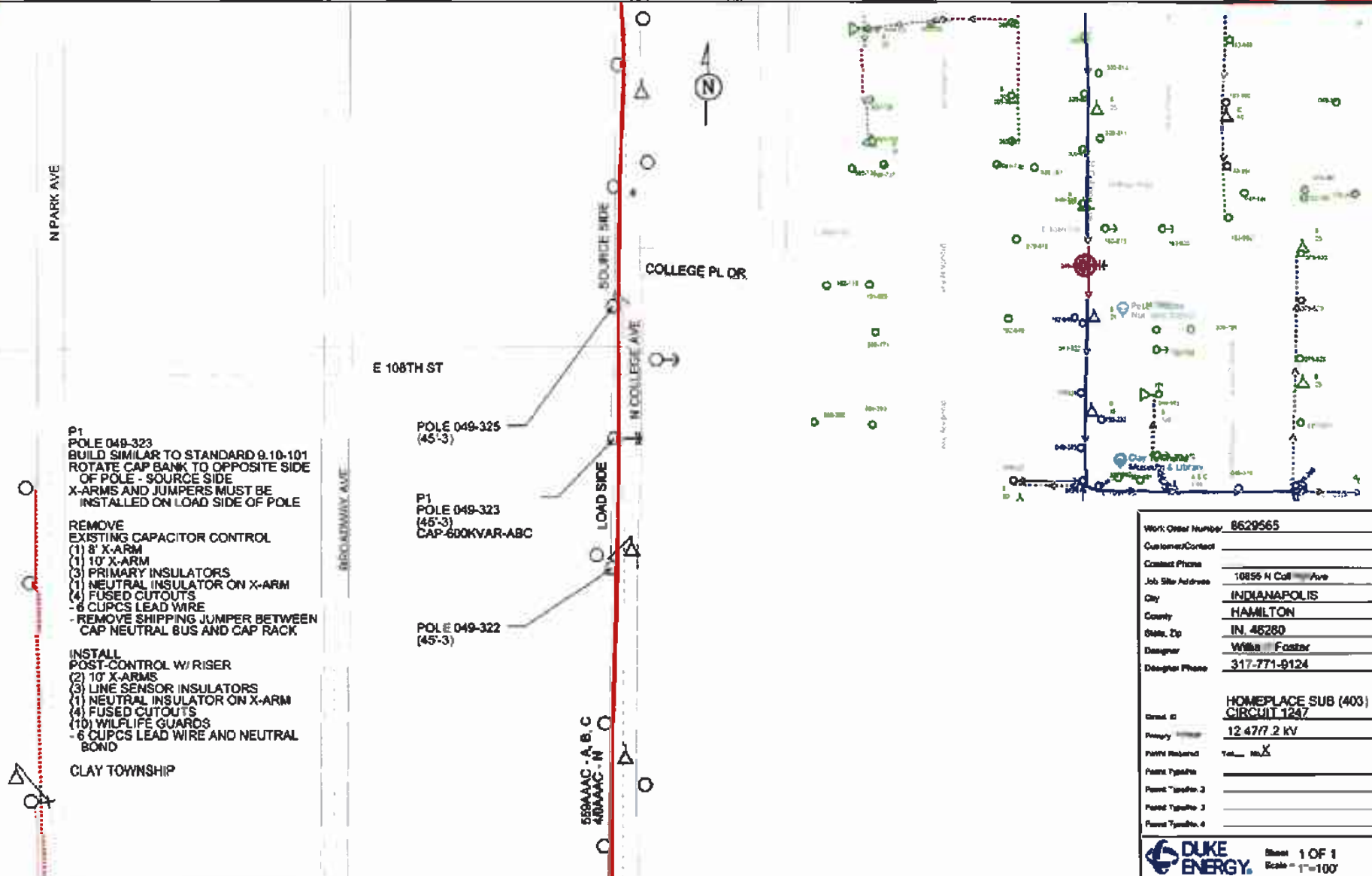


Sheet 1 OF 1  
Scale = 1"=100'





**REMEMBER** Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	8629565
Customer/Contact	
Contact Phone	
Job Site Address	10855 N Coll Ave
City	INDIANAPOLIS
County	HAMILTON
State, Zip	IN, 46280
Designer	Willie Foster
Designer Phone	317-771-9124
Order #	HOMEPLACE SUB (403)
Priority	CIRCUIT 1247
Power Required	12,477.2 KV
Power Type/No. 1	
Power Type/No. 2	
Power Type/No. 3	
Power Type/No. 4	









JAMES BRAINARD, MAYOR

September 29, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: LANE RESTRICTION & OPEN PAVEMENT CUT – SLM HOMES – 621 1<sup>ST</sup> AVE NW**

Dear Board Members:

Mr. Steven Moed with SLM homes is requesting approval for a lane restriction and open pavement cut at 621 1<sup>st</sup> Ave NW to tap the water main for a new home (Location exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

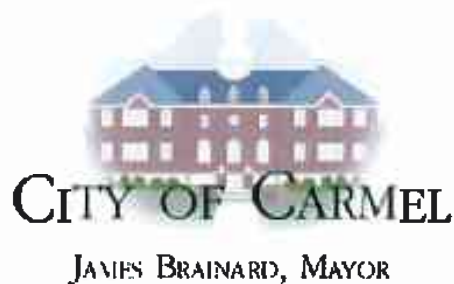
Sincerely,

Jeremy Kashman, P.E.  
City Engineer









September 29, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

RE: ADDITIONAL CURB CUT REQUEST – 10590 IRON HORSE LANE

Dear Board Members:

The property owner at 10590 Iron Horse Lane has requested approval for an additional curb cut at the private residence. The proposed additional curb cut will create a horseshoe driveway allowing access to the front door of the home (Exhibits attached).

The Department of Engineering recommends that the Board approve the requested additional curb cut contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8), 6-227(b).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-21B (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall be kept clean of dirt and debris at all times.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



THE WITHIN SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SCHEDULE "A" AND SCHEDULE "B" OF A TITLE POLICY.

# LOT 1 IN WINDSOR GROVE, SECTION ELEVEN



SCALE : 1" = 30'  
SITE PLAN  
JOB NO. B39299

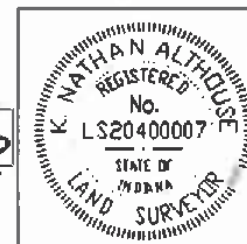
## LEGEND

- ⊙ = STABILIZED CONSTRUCTION DRIVE
- ⊙ = PERMANENT SEED / SOD IMMEDIATELY AFTER CONSTRUCTION
- = DRAINAGE FLOW
- B.L. = BUILDING LINE
- D.E. = DRAINAGE EASEMENT
- D.U. & S.S.E. = DRAINAGE UTILITY & SANITARY SEWER EASEMENT

## DESCRIPTION

LOT 1 IN WINDSOR GROVE, SECTION ELEVEN AS PER PLAT OF SAID ADDITION RECORDED AS INST. #200600068094 IN PLAT CABINET 4 SLIDE 184 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

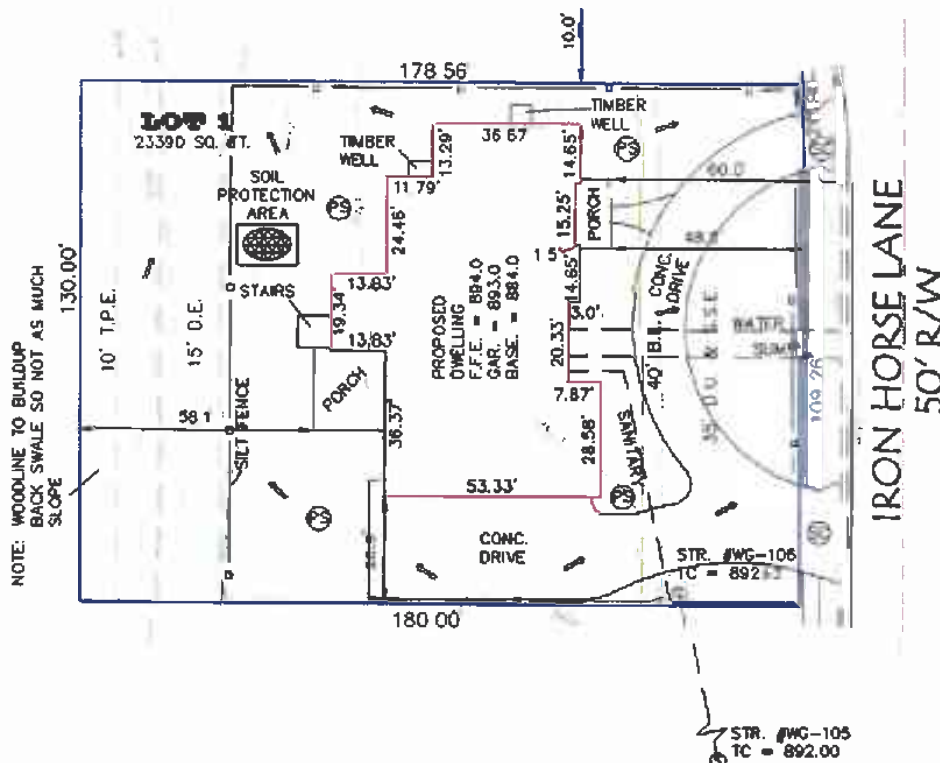
PAGE 1 OF 2



*K. Nathan Althouse*

L.S. 20400007  
DATE: SEPT 14, 2020  
FOR: SLM HOMES

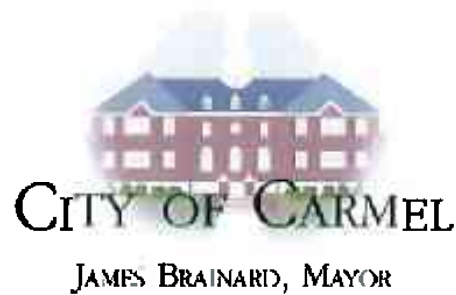
NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT



# 10590 IRON HORSE LANE

MILLER SURVEYING 948 CONNER ST. NOBLESVILLE, IN. Ph. 773-2644  
THIS SITE PLAN IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

***RE: INDY REHAB HOSPITAL – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT***

Dear Board Members:

Josh Cribelar with Structurepoint, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed Indy Rehab Hospital. There are 2 easement areas as described in exhibits 'A' and 'B' of the easement document.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





JAMES BRAINARD, MAYOR

September 29, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE CARMEL CLAY COMMUNITY BUILDING- 210 VETERANS WAY- STORMWATER TECHNICAL STANDARDS WAIVER**

Dear Board Members:

Mr. Brian Maurovich with DLZ is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Carmel Clay Community Building to be located at 210 Veterans Way.

The following waivers are requested:

**City code section 6-198 states "Filling of the land in the floodplain of a regulated drain or any natural stream or watercourse, that has a contributing drainage area of 25 acres or more, located within the City of Carmel is prohibited.."**

1. Stormwater Technical Manual Section 302.03 – General Release Rates  
Due to the limited amount of room for detention on the site, release rates of 0.1 cfs for the 10-yr storm and 0.3 cfs for the 100-yr storm can't be met. The site is designed to release the 10-yr storm and the 100-yr storm of the proposed site at the rate of the 2-yr storm and 10-yr storm of the existing site, respectfully.
2. Stormwater Technical Manual Section 302.03 – General Release Rates  
Due to the limited amount of area of the site, all stormwater runoff can't be routed through detention. The north and east sides of the site will direct discharge to the drainage system in Veterans Way. Direct discharge flow is offset by routing an approximately equal area of offsite flow through detention (0.19 acres of direct discharge vs. 0.18 acres of offsite flow)
3. Stormwater Technical Manual Section 306.02 – Easement Requirements  
Due to the limited amount of area of the site and adjacent proposed utilities, the 15' drainage easement on each side of the detention can't be provided. This is proposed as a 20' easement centered on the centerline of the detention pipe and detention outlet pipe.
4. Stormwater Technical Manual Section 104.02 – Grading and Building Pad Elevations  
The proposed building FFE can't be set 12" above the existing roadway. Slopes from the street to the building would violate ADA requirements. The main entrance is approximately 10.8"





JAMES BRAINARD, MAYOR

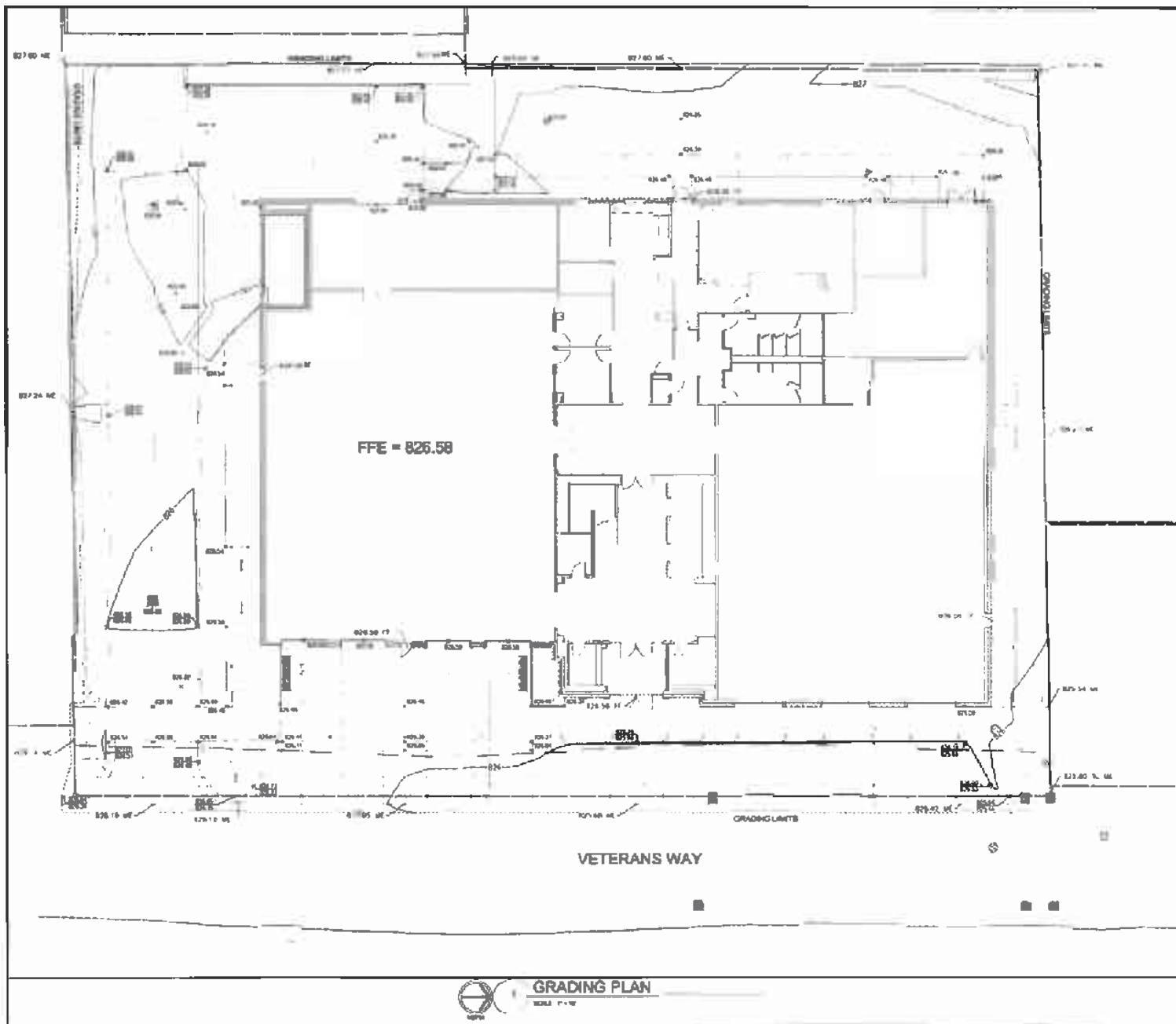
above street level, while the area with the overhead doors is approximately 7.5" above street level. Stormwater does not reach the entry in the condition where all inlets are clogged.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





# GENERAL GRADING NOTES

1. EXISTING GRADES AND ELEVATIONS SHALL BE SHOWN ON THE PLAN. ALL GRADES SHALL BE SHOWN ON THE PLAN. ALL GRADES SHALL BE SHOWN ON THE PLAN.
2. UTILITIES AND OBSTRUCTIONS SHALL BE SHOWN ON THE PLAN. ALL UTILITIES AND OBSTRUCTIONS SHALL BE SHOWN ON THE PLAN.
3. PROPOSED GRADES SHALL BE SHOWN ON THE PLAN. ALL PROPOSED GRADES SHALL BE SHOWN ON THE PLAN.
4. EXISTING GRADES SHALL BE SHOWN ON THE PLAN. ALL EXISTING GRADES SHALL BE SHOWN ON THE PLAN.
5. PROPOSED GRADES SHALL BE SHOWN ON THE PLAN. ALL PROPOSED GRADES SHALL BE SHOWN ON THE PLAN.
6. EXISTING GRADES SHALL BE SHOWN ON THE PLAN. ALL EXISTING GRADES SHALL BE SHOWN ON THE PLAN.
7. PROPOSED GRADES SHALL BE SHOWN ON THE PLAN. ALL PROPOSED GRADES SHALL BE SHOWN ON THE PLAN.



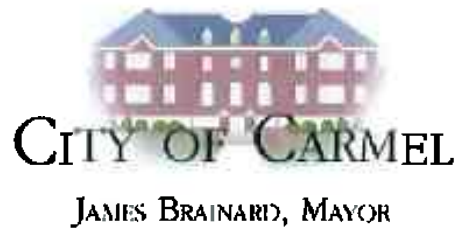
NO.	DATE	DESCRIPTION
1	10/1/83	PRELIMINARY
2	10/1/83	REVISED
3	10/1/83	REVISED
4	10/1/83	REVISED
5	10/1/83	REVISED
6	10/1/83	REVISED
7	10/1/83	REVISED
8	10/1/83	REVISED
9	10/1/83	REVISED
10	10/1/83	REVISED

DATE	10/1/83
BY	DLZ
CHECKED	DLZ
APPROVED	DLZ

CARMEL CLAY  
COMMUNITY BUILDING  
810 FREDERICK ST.  
GRADING PLAN

SD3.4  
SITE DEVELOPMENT





September 29, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: NAPLETON KIA- 9675 RANDALL DRIVE - STORMWATER TECHNICAL STANDARDS WAIVER**

Dear Board Members:

Mr. Brad Schrage, P.E. with American Structurepoint is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Napleton Kia dealership to be located at 9675 Randall Drive.

The following waiver is requested:

**City code section 6-198 states "Filling of the land in the floodplain of a regulated drain or any natural stream or watercourse, that has a contributing drainage area of 25 acres or more, located within the City of Carmel is prohibited.."**

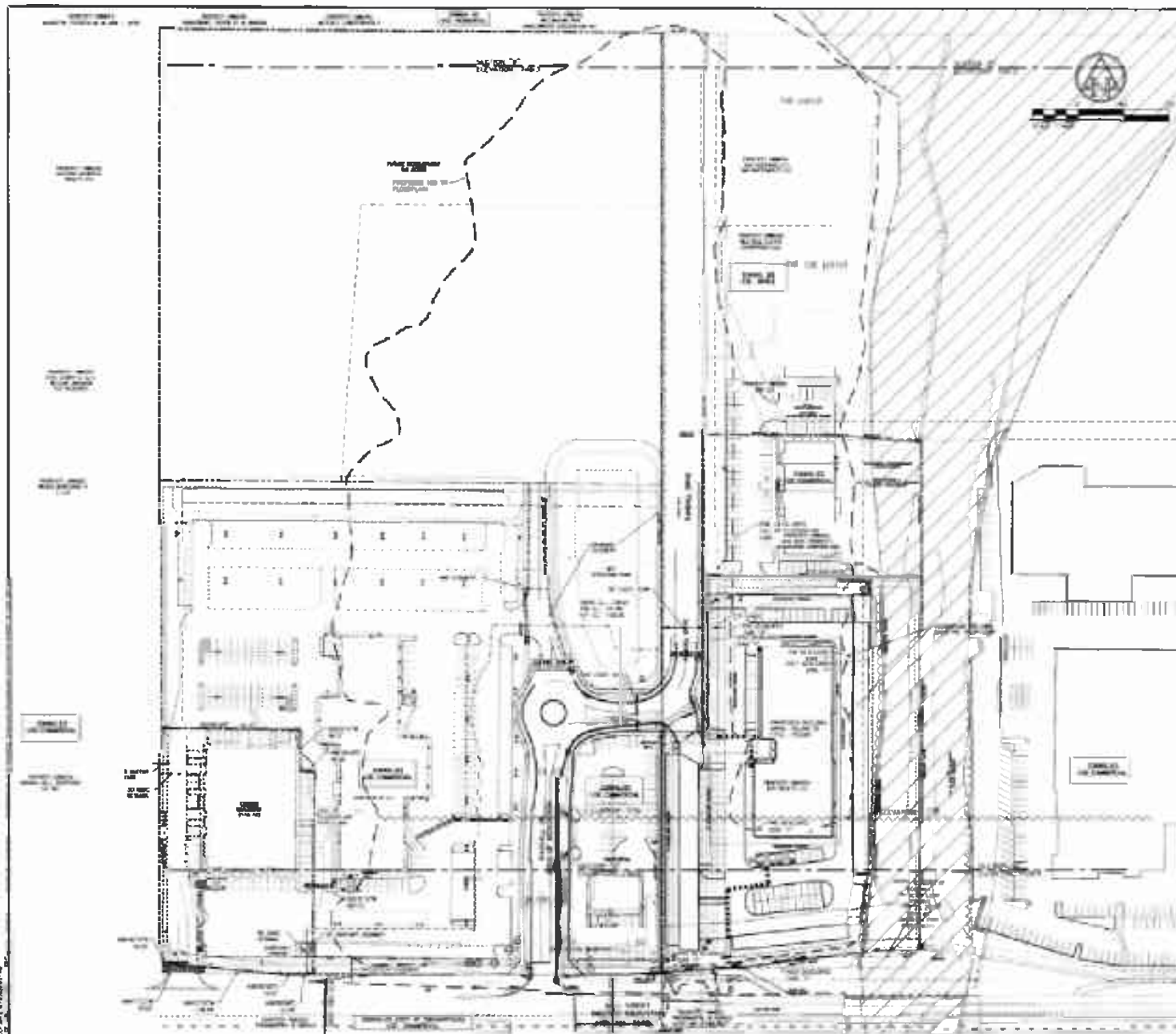
The petitioner has proposed providing compensatory storage at an offsite location to mitigate the fill within the floodplain. The compensatory storage will provide an additional 3 units of storage for every 1 unit volume filled in the floodplain.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer





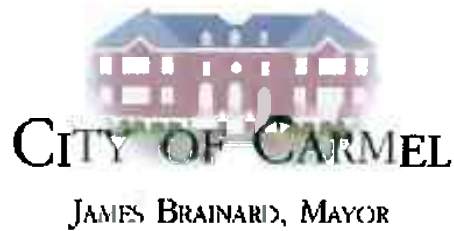
Project Number: 2015-00053

**OVERALL  
DEVELOPMENT  
PLAN**

**C200**

[illegible]





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: THE HAMLET AT JACKSON'S GRANT, SECTION 2 – SECONDARY PLAT**

Dear Board Members:

Doug Wagner with HDC, LLC has requested the plat of the Hamlet at Jackson's Grant, Section 2 be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT





JAMES BRAINARD, MAYOR

September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

***RE: LOT 8, CARMEL SCIENCE AND TECHNOLOGY PARK – REPLAT***

Dear Board Members:

Connor Strege with Kimley Horn has requested the replat of Lot 8, Carmel Science and Technology Park be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (Above Ground Pool) at 3398 Foster Ridge Lane**

Dear Board Members:

A Consent to Encroach document signed by Gregory and Angela Wright, owners of the property with the common address 3398 Foster Ridge Lane, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the October 7, 2020 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman".

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**



**CONSENT TO ENCROACH**



**THIS CONSENT TO ENCROACH** (hereinafter the "Agreement") is entered into by and between Gregory and Angela Wright, 3398 Foster Ridge Lane, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

**WITNESSETH:**

**WHEREAS**, Owner owns in fee simple Lot 28 ("Lot") in Foster Ridge which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

**WHEREAS**, the official plat of the Subdivision was recorded in Plat Book 14, Pages 105-107, Instrument Number 8743322 in the Office of the Hamilton County Recorder on September 25, 1987, as Foster Ridge (the "Plat"); and

**WHEREAS**, the current Owner wishes to install an above ground pool on the Lot (the "Site Improvement"); and

**WHEREAS**, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

**WHEREAS**, the Site Improvement will be constructed on portions of the Lot designated as a 20-foot Drainage, Utility and Sewer Easement, identified as "20' D.U.&S.E." on Exhibit B (the "Easement"); and

**WHEREAS**, the Easement is beneficial to the City and its residents; and

**WHEREAS**, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and



WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.



8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Gregory Wright

Signature

Date:

Angela Wright

Signature

Date:

STATE OF INDIANA

COUNTY OF

Hamilton

) SS:

Before me, a Notary Public in and for said County and State, personally appeared Gregory and Angela Wright, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of September, 2020

My Commission Expires:

May 18, 2024

NOTARY PUBLIC

Printed Name

My County of Residence:

Hamilton





"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire



EXHIBIT A

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAT IS TRUE AND CORRECT AND REPRESENTS PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 4 EAST IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 15 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 1322.51 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF-QUARTER SECTION A DISTANCE OF 1073.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE INDIANAPOLIS NORTHERN TRACTION COMPANY; THENCE SOUTH 66 DEGREES 25 MINUTES 56 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1443.16 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 478.70 FEET TO THE POINT OF BEGINNING, CONTAINING 23.55 ACRES, MORE OR LESS.

THIS SUBDIVISION CONSISTS OF 50 LOTS NUMBERED 1 THROUGH 50 BOTH INCLUSIVE, TOGETHER WITH STREETS, EASEMENTS AND PUBLIC WAYS AS SHOWN ON THE WITHIN PLAT.

THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 13<sup>TH</sup> DAY OF FEBRUARY, 1987.



*Edward D. Giacoletti*  
EDWARD D. GIACOLETTI  
REG. LAND SURVEYOR - IND. #80560





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (pool deck) at 14332 Adios Pass**

Dear Board Members:

A Consent to Encroach document signed by Jon and Amanda Ferguson, owners of the property with the common address 14332 Adios Pass, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the October 7, 2020 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", written over a horizontal line.

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**



**CONSENT TO ENCROACH**



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Jon and Amanda Ferguson, 14332 Adios Pass, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

**WITNESSETH:**

WHEREAS, Owner owns in fee simple Lot 216 ("Lot") in Village of Mt. Carmel, Section Number 8 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Book 7, Pages 26-29 in the Office of the Hamilton County Recorder as Village of Mount Carmel, Section Number 8 (the "Plat"); and

WHEREAS, the current Owner wishes to install a pool deck on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a 30-foot Drainage Easement and Utility Easement, identified as 30' D.E.&U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and



WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.



8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

Jon Ferguson

Signature  
Date:

9/4/2020

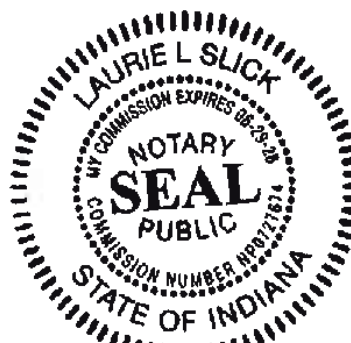
Amanda Ferguson

Signature  
Date:

9/4/20

STATE OF INDIANA )

COUNTY OF Hamilton ) SS:



Before me, a Notary Public in and for said County and State, personally appeared Jon and Amanda Ferguson, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 4 day of September, 2020

My Commission Expires:

9/29/20

NOTARY PUBLIC

Printed Name

My County of Residence:

Hamilton



"CITY"

CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY

BY: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

STATE OF INDIANA            )  
                                      ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My County of Residence: \_\_\_\_\_

This instrument was prepared by Douglas C. Haney, Esquire, Corporate Counsel, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

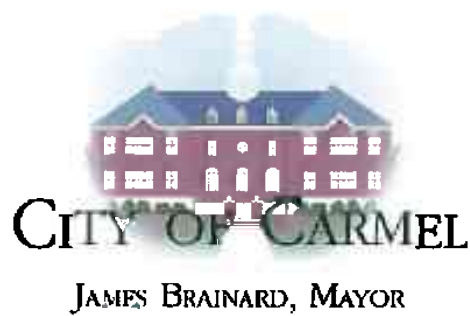


## EXHIBIT A

Property Address: 14332 Adios Pass, Carmel, IN

Property Description: Lot 216 in Village of Mount Carmel, Eighth Section, an Addition in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 7, pages 26-29 in the Office of the Recorder of Hamilton County, Indiana





September 30, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Consent to Encroach (Light Posts) at 4150 E. 96<sup>th</sup> Street**

Dear Board Members:

A Consent to Encroach document signed by Wood Mortgage Re, LLC, owner of the property with the common address 4150 E. 96<sup>th</sup> Street, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the October 7<sup>th</sup>, 2020 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

**Jeremy Kashman, PE**  
City Engineer

**ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT**



## CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Wood Mortgage RE, LLC, an Indiana limited liability company ("Owner"), and the City of Carmel, Indiana, by and through its Board of Public Works and Safety ("City").

### WITNESSETH:

WHEREAS, Owner owns in fee simple certain real estate which is located in Hamilton County, Indiana and is more particularly described in Exhibit A (the "Real Estate"), attached hereto and incorporated herein by this reference; and

WHEREAS, the City has undertaken a public improvement project to construct a roundabout at Delegates Row and 96<sup>th</sup> Street in Carmel, Clay Township, Hamilton County, Indiana (the "Project"); and

WHEREAS, as part of the Project, the City has acquired or is acquiring (by the use of eminent domain) fee simple title to a portion of the Real Estate which is more particularly described in and depicted in Exhibit B (the "Right of Way"), attached hereto and incorporated herein by this reference; and

WHEREAS, Owner removed and reinstalled certain light posts originally located on the Real Estate (the "Encroachment") within a portion of the Right-of-Way, which light posts now encroach into a portion of the Right-of-Way, as identified on the drawing attached hereto and incorporated herein by reference as Exhibit C (the "Drawing"), in the manner and locations as shown on the Drawing; and

WHEREAS, the Owner and the City agree and acknowledge that the Encroachment encroaches upon and will continue to encroach upon a portion of the Right-of-Way in a manner depicted and identified on the Drawing; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, City is willing to permit and allow the Encroachment subject to this Agreement; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of any improvements by Owner except the Encroachment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as:
  - (i) the Encroachment exists; and
  - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees (a) not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Encroachment from what is depicted on Exhibit C, and to maintain the Encroachment in good condition and repair; and (b) to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right-of-Way caused by the installation, construction, maintenance, operation, repair or replacement of the Encroachment.
4. Owner agrees that City shall have the right to repair or remove any portion of the Encroachment as City deems necessary, in City's sole discretion, and that, should the City take such action, the City, at the City's election, (i) shall repair or rebuild, the extent possible, the Encroachment, or (ii) shall reimburse the Owner



for damages to the Encroachment as determined by a qualified appraiser mutually selected by Owner and City. In the event Owner and City cannot agree on an appraiser, each party shall, at its own expense, obtain an appraisal from a qualified appraiser and the damages due to Owner will be the average of the two (2) appraisals. A qualified appraiser is an appraiser with at least five (5) years' experience in appraising public right-of-way acquisitions. The City shall notify the Owner no less than fourteen (14) calendar days in advance of such removal, unless it is deemed an emergency where a delay in repair or removal may cause personal injury or property damage.

5. Owner agrees and acknowledges that the City's consent to encroach within the Right-of-Way, as provided in this Agreement, regards the City's Right-of-Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right-of-Way.
6. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance, operation, repair or replacement of the Encroachment.
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners, and that, if such problems arise, the City, in its sole discretion and without obligation for reimbursement or payment under Section 4, may itself remove or may notify Owner who shall immediately remove, all or any portion of the Encroachment as is necessary to correct such problems.
8. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any portion of the Encroachment.
9. Owner agrees not to alter the ground surface elevation within the limits of the Right-of-Way at any time.
10. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right-of-Way and any improvements located therein caused by the installation, construction, maintenance, operation, repair or replacement of the Encroachment.
11. City will record this Agreement in the Office of the Hamilton County Recorder.
12. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during any use, installation, construction, maintenance, operation, repair or replacement of the Encroachment.
13. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
14. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
15. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
16. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.
17. Owner agrees to provide the City, to the City Engineer at One Civic Square, Carmel, Indiana 46032, with not less than thirty (30) days' written notice of Owner's construction, installation, maintenance, repair or replacement of the Encroachment within the Right-of-Way. The City may require Owner, at Owner's expense, to provide traffic control, signs or other safety features during such construction, installation, maintenance, repair or replacement.



[The remainder of this page intentionally left blank.]



**"OWNER"**

WOOD MORTGAGE RE, LLC,  
an Indiana limited liability company

By: Tom Wood, Inc., its Manager

By: [Signature]  
John Wood, Executive Vice President & COO

Date: Aug 5, 2020

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared John Wood, Executive Vice President and COO of Wood Mortgage RE, LLC, an Indiana limited liability company, by me known, and who acknowledged the execution of the foregoing "Consent To Encroach" for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 5<sup>th</sup> day of August, 2020.

[Signature]  
NOTARY PUBLIC  
Petra S Sutton  
Printed Name



My Commission Expires:  
03/22/2026

My County of Residence:  
Hamilton



**"CITY"**

**CITY OF CARMEL, INDIANA,  
BY AND THROUGH ITS BOARD OF  
PUBLIC WORKS AND SAFETY**

**By:** \_\_\_\_\_  
James Brainard, Presiding Officer

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Mary Ann Burke, Member

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Lori Watson, Member

**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
Sue Wolfgang, Clerk

**Date:** \_\_\_\_\_



STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My Commission Expires:

My County of Residence:

\_\_\_\_\_  
This instrument was prepared by Tammy K. Haney, Krig DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Tammy K. Haney.



**EXHIBIT A**

**THE REAL ESTATE**

[See attached.]



"EXHIBIT A"

PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 4 EAST IN HAMILTON COUNTY, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 4 EAST ON AND ALONG THE SOUTH LINE OF THE SAID QUARTER SECTION NORTH 90 DEGREES EAST (ASSUMED BEARING) A DISTANCE OF 2068.45 FEET TO A RAILROAD SPIKE, SAID SPIKE BEING IN THE CENTERLINE OF BAUER DRIVE, THENCE CONTINUING ON AND ALONG SAID SOUTH LINE 25 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 10 MINUTES 48 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 387.20 FEET; THENCE NORTH 90 DEGREES EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 225 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH SAID EAST LINE 387.20 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES WEST ON AND ALONG SAID SOUTH LINE 225 FEET TO THE POINT OF BEGINNING, CONTAINING 2 ACRES MORE OR LESS.



## EXHIBIT A

Part of the Southeast of the Southeast Quarter of Section 6, Township 1 North, Range 4 East in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 6, Township 1 North, Range 4 East, thence South 80 degrees 00 minutes 00 seconds West, assume a bearing on the Southwest line of said Southwest Quarter 375.00 feet thence North 01 degrees 10 minutes 48 seconds West parallel with the East line of said Southwest Quarter 38.00 feet to the place of beginning of the arc in described real estate, thence South 90 degrees 00 minutes 00 seconds West parallel with said South line 275.00 feet to the East line of said real estate and recorded in Deed Record 305 pages 67 and 68 of the County of Hamilton County, Indiana, thence North 00 degrees 00 minutes 00 seconds West on said East line 322.80 feet to the point of curvature of a curve to the left having a radius of 1275.00 feet, thence Northwestly curving to the left on said curve and finally the direct distance of 41.73 feet to a point 50.00 feet North 00 degrees 00 minutes 48 seconds West of the South line of said Southwest Quarter, thence North 90 degrees 00 minutes 00 seconds East parallel with said South line 228.59 feet to a point 370.00 feet West of the East line of said Southwest Quarter thence South 75 degrees 10 minutes 48 seconds East parallel with said East line 362.80 feet to the place of beginning. Containing 1.975 acres, more or less.

For information purposes only:

Common Address	9655 Bluff Lake Road, Suite 100, Indianapolis, IN 46240
Tax Parcel Number	6-14-4-1-1-100-0
Parcel Area	96.50



**Exhibit "A"**

**LEGAL DESCRIPTION**

Part of the Southwest Quarter of Section 8, Township 11 North, Range 1 East of the Second Principal Meridian in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 8.

Thence, South 90 degrees 00 minutes 00 seconds West along the South line of said Southwest Quarter a distance of 370.00 feet.

Thence, North 01 degrees 20 minutes 48 seconds West parallel with the East line of said Southwest Quarter a distance of 750.00 feet to the Point of Beginning.

Thence, North 90 degrees 00 minutes 00 seconds East parallel with the South line of said Southwest Quarter a distance of 370.00 feet to the East line of said Southwest Quarter.

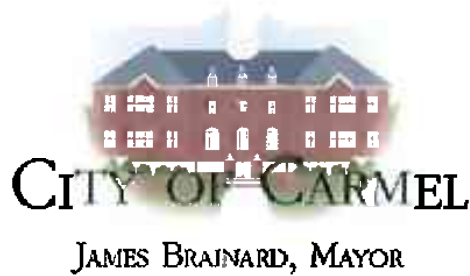
Thence, South 00 degrees 30 minutes 48 seconds East along said East line a distance of 72.00 feet.

Thence, South 90 degrees 00 minutes 00 seconds West parallel with the South line of said Southwest Quarter a distance of 370.00 feet.

Thence, North 01 degrees 20 minutes 48 seconds East parallel with the East line of said Southwest Quarter a distance of 72.00 feet to the Point of Beginning, containing 19.612 acres, more or less.

11





September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (Above Ground Pool) at 3398 Foster Ridge Lane**

Dear Board Members:

Gregory and Angela Wright, owners of the property with the common address 3398 Foster Ridge lane, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of an above ground pool within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you)
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

  
Jeremy Kashman, PE  
City Engineer



## Exhibit B

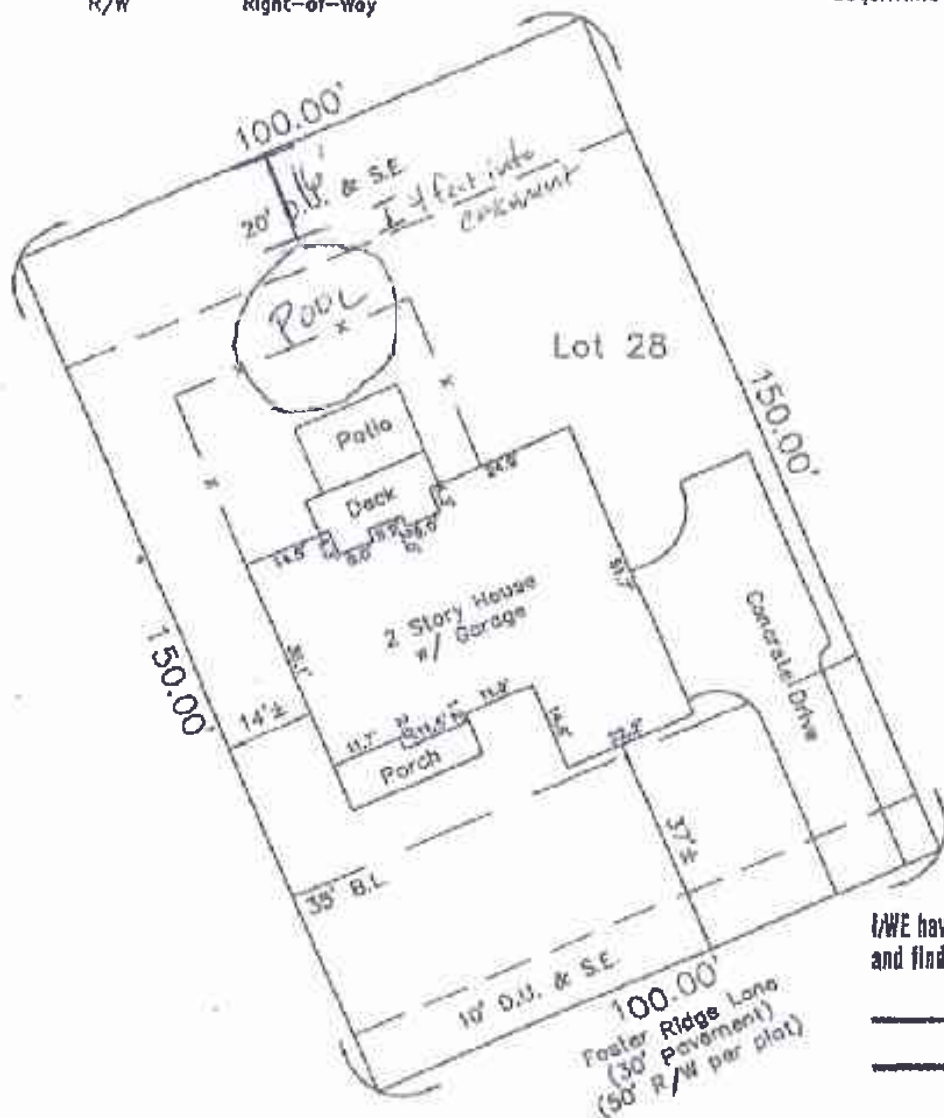
# SURVEYOR LOCATION REPORT

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

### Legend

B.L.	Building Line
D.U. & S.E.	Drainage Utility & Sewer Easement
X	Fence
R/W	Right-of-Way

Note: Fence locations shown are approximate.  
An accurate boundary survey is required to  
determine exact locations.



Scale: 1"=30'

I/WE have received a copy of the survey  
and find the conditions acceptable.



**HAHN SURVEYING GROUP, INC.**  
Land Surveyors  
8925 N. Meridian Street, Suite 120  
Indianapolis, IN 46260 \*  
PHONE: (317) 846-0840 / (317) 846-4119  
FAX: (317) 846-4298 / (317) 582-0662  
EMAIL: [orders@hahnsurveying.com](mailto:orders@hahnsurveying.com)  
[www.hahnsurveying.com](http://www.hahnsurveying.com)



~~CERTIFIED~~, 06/12/2020

Chad D. Hahn  
Chad D. Hahn  
Registered Land Surveyor,  
Indiana #20300031  
Job No.: 2020061370  
Drawn By: JAR  
Sheet 2 of 2





JAMES BRAINARD, MAYOR

September 24, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (pool deck) at 14332 Adios Pass**

Dear Board Members:

Jon and Amanda Ferguson, owners of the property with the common address 14332 Adios Pass, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a pool deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

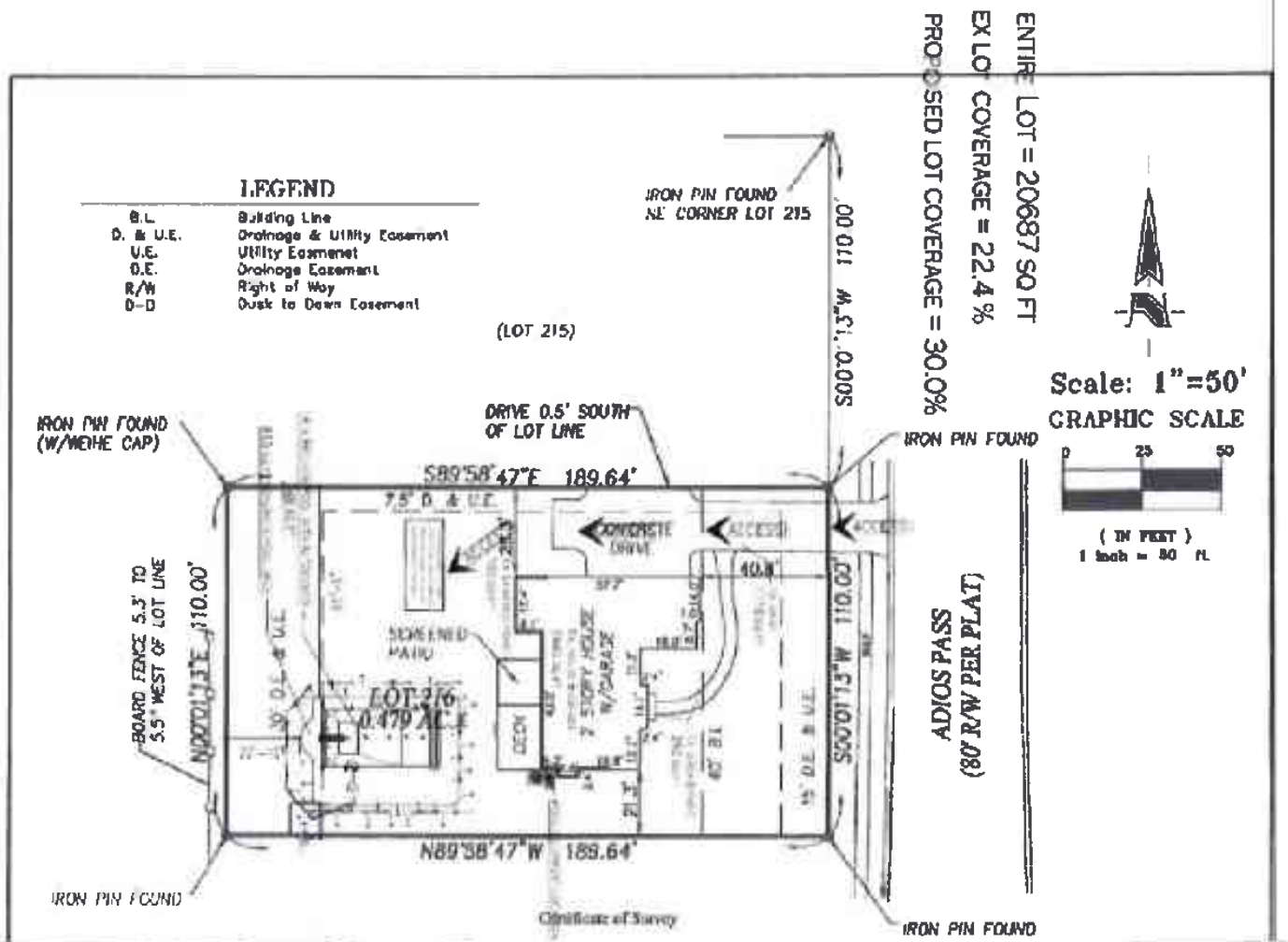
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you)
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
3. Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

**Jeremy Kashman, PE**  
City Engineer



**EXHIBIT B**







JAMES BRAINARD, MAYOR

September 30, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, IN 46032

**Re: Request for Variance (Light Posts) at 4150 E. 96<sup>th</sup> Street**

Dear Board Members:

Wood Mortgage Re, LLC, owner of the property with the common address 4150 E. 96<sup>th</sup> Street, has requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a Light Posts within a portion of the right of way of 96<sup>th</sup> Street. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance.

Respectfully,

Jeremy Kashman, PE  
City Engineer

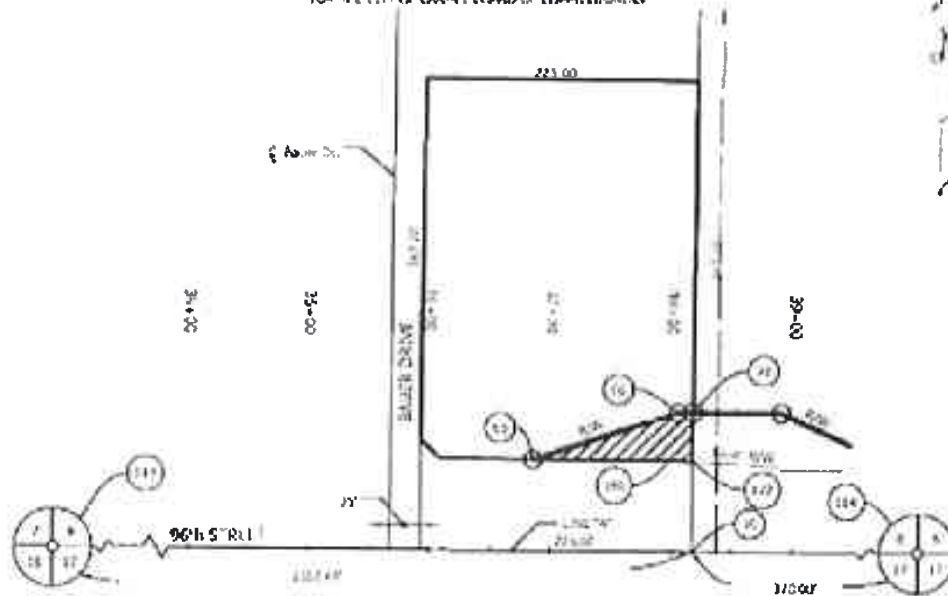


# EXHIBIT B

## THE RIGHT-OF-WAY

### EXHIBIT "B" RIGHT-OF-WAY PARCEL PLAT PREPARED BY CHA. BENGE, INC. FOR THE CITY OF CANNON BOARD OF COMMISSIONERS

SCALE: 1" = 100'  
0 50 100



Parcel Coordinates Chart (in Feet)					
Point	Station	Distance	Bearing	Easting	Northing
1	0+00	0.00		0.00	0.00
2	0+36	36.00	90°00'00"	36.00	0.00
3	0+72	72.00	90°00'00"	72.00	0.00
4	0+108	108.00	90°00'00"	108.00	0.00
5	0+144	144.00	90°00'00"	144.00	0.00
6	0+180	180.00	90°00'00"	180.00	0.00
7	0+216	216.00	90°00'00"	216.00	0.00
8	0+252	252.00	90°00'00"	252.00	0.00
9	0+288	288.00	90°00'00"	288.00	0.00
10	0+324	324.00	90°00'00"	324.00	0.00
11	0+360	360.00	90°00'00"	360.00	0.00
12	0+396	396.00	90°00'00"	396.00	0.00
13	0+432	432.00	90°00'00"	432.00	0.00
14	0+468	468.00	90°00'00"	468.00	0.00
15	0+504	504.00	90°00'00"	504.00	0.00
16	0+540	540.00	90°00'00"	540.00	0.00
17	0+576	576.00	90°00'00"	576.00	0.00
18	0+612	612.00	90°00'00"	612.00	0.00
19	0+648	648.00	90°00'00"	648.00	0.00
20	0+684	684.00	90°00'00"	684.00	0.00
21	0+720	720.00	90°00'00"	720.00	0.00
22	0+756	756.00	90°00'00"	756.00	0.00
23	0+792	792.00	90°00'00"	792.00	0.00
24	0+828	828.00	90°00'00"	828.00	0.00
25	0+864	864.00	90°00'00"	864.00	0.00
26	0+900	900.00	90°00'00"	900.00	0.00
27	0+936	936.00	90°00'00"	936.00	0.00
28	0+972	972.00	90°00'00"	972.00	0.00
29	0+1008	1008.00	90°00'00"	1008.00	0.00
30	0+1044	1044.00	90°00'00"	1044.00	0.00
31	0+1080	1080.00	90°00'00"	1080.00	0.00
32	0+1116	1116.00	90°00'00"	1116.00	0.00
33	0+1152	1152.00	90°00'00"	1152.00	0.00
34	0+1188	1188.00	90°00'00"	1188.00	0.00
35	0+1224	1224.00	90°00'00"	1224.00	0.00
36	0+1260	1260.00	90°00'00"	1260.00	0.00
37	0+1296	1296.00	90°00'00"	1296.00	0.00
38	0+1332	1332.00	90°00'00"	1332.00	0.00
39	0+1368	1368.00	90°00'00"	1368.00	0.00
40	0+1404	1404.00	90°00'00"	1404.00	0.00
41	0+1440	1440.00	90°00'00"	1440.00	0.00
42	0+1476	1476.00	90°00'00"	1476.00	0.00
43	0+1512	1512.00	90°00'00"	1512.00	0.00
44	0+1548	1548.00	90°00'00"	1548.00	0.00
45	0+1584	1584.00	90°00'00"	1584.00	0.00
46	0+1620	1620.00	90°00'00"	1620.00	0.00
47	0+1656	1656.00	90°00'00"	1656.00	0.00
48	0+1692	1692.00	90°00'00"	1692.00	0.00
49	0+1728	1728.00	90°00'00"	1728.00	0.00
50	0+1764	1764.00	90°00'00"	1764.00	0.00
51	0+1800	1800.00	90°00'00"	1800.00	0.00
52	0+1836	1836.00	90°00'00"	1836.00	0.00
53	0+1872	1872.00	90°00'00"	1872.00	0.00
54	0+1908	1908.00	90°00'00"	1908.00	0.00
55	0+1944	1944.00	90°00'00"	1944.00	0.00
56	0+1980	1980.00	90°00'00"	1980.00	0.00
57	0+2016	2016.00	90°00'00"	2016.00	0.00
58	0+2052	2052.00	90°00'00"	2052.00	0.00
59	0+2088	2088.00	90°00'00"	2088.00	0.00
60	0+2124	2124.00	90°00'00"	2124.00	0.00
61	0+2160	2160.00	90°00'00"	2160.00	0.00
62	0+2196	2196.00	90°00'00"	2196.00	0.00
63	0+2232	2232.00	90°00'00"	2232.00	0.00
64	0+2268	2268.00	90°00'00"	2268.00	0.00
65	0+2304	2304.00	90°00'00"	2304.00	0.00
66	0+2340	2340.00	90°00'00"	2340.00	0.00
67	0+2376	2376.00	90°00'00"	2376.00	0.00
68	0+2412	2412.00	90°00'00"	2412.00	0.00
69	0+2448	2448.00	90°00'00"	2448.00	0.00
70	0+2484	2484.00	90°00'00"	2484.00	0.00
71	0+2520	2520.00	90°00'00"	2520.00	0.00
72	0+2556	2556.00	90°00'00"	2556.00	0.00
73	0+2592	2592.00	90°00'00"	2592.00	0.00
74	0+2628	2628.00	90°00'00"	2628.00	0.00
75	0+2664	2664.00	90°00'00"	2664.00	0.00
76	0+2700	2700.00	90°00'00"	2700.00	0.00
77	0+2736	2736.00	90°00'00"	2736.00	0.00
78	0+2772	2772.00	90°00'00"	2772.00	0.00
79	0+2808	2808.00	90°00'00"	2808.00	0.00
80	0+2844	2844.00	90°00'00"	2844.00	0.00
81	0+2880	2880.00	90°00'00"	2880.00	0.00
82	0+2916	2916.00	90°00'00"	2916.00	0.00
83	0+2952	2952.00	90°00'00"	2952.00	0.00
84	0+2988	2988.00	90°00'00"	2988.00	0.00
85	0+3024	3024.00	90°00'00"	3024.00	0.00
86	0+3060	3060.00	90°00'00"	3060.00	0.00
87	0+3096	3096.00	90°00'00"	3096.00	0.00
88	0+3132	3132.00	90°00'00"	3132.00	0.00
89	0+3168	3168.00	90°00'00"	3168.00	0.00
90	0+3204	3204.00	90°00'00"	3204.00	0.00
91	0+3240	3240.00	90°00'00"	3240.00	0.00
92	0+3276	3276.00	90°00'00"	3276.00	0.00
93	0+3312	3312.00	90°00'00"	3312.00	0.00
94	0+3348	3348.00	90°00'00"	3348.00	0.00
95	0+3384	3384.00	90°00'00"	3384.00	0.00
96	0+3420	3420.00	90°00'00"	3420.00	0.00
97	0+3456	3456.00	90°00'00"	3456.00	0.00
98	0+3492	3492.00	90°00'00"	3492.00	0.00
99	0+3528	3528.00	90°00'00"	3528.00	0.00
100	0+3564	3564.00	90°00'00"	3564.00	0.00
101	0+3600	3600.00	90°00'00"	3600.00	0.00
102	0+3636	3636.00	90°00'00"	3636.00	0.00
103	0+3672	3672.00	90°00'00"	3672.00	0.00
104	0+3708	3708.00	90°00'00"	3708.00	0.00
105	0+3744	3744.00	90°00'00"	3744.00	0.00
106	0+3780	3780.00	90°00'00"	3780.00	0.00
107	0+3816	3816.00	90°00'00"	3816.00	0.00
108	0+3852	3852.00	90°00'00"	3852.00	0.00
109	0+3888	3888.00	90°00'00"	3888.00	0.00
110	0+3924	3924.00	90°00'00"	3924.00	0.00
111	0+3960	3960.00	90°00'00"	3960.00	0.00
112	0+3996	3996.00	90°00'00"	3996.00	0.00
113	0+4032	4032.00	90°00'00"	4032.00	0.00
114	0+4068	4068.00	90°00'00"	4068.00	0.00
115	0+4104	4104.00	90°00'00"	4104.00	0.00
116	0+4140	4140.00	90°00'00"	4140.00	0.00
117	0+4176	4176.00	90°00'00"	4176.00	0.00
118	0+4212	4212.00	90°00'00"	4212.00	0.00
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120	0+4284	4284.00	90°00'00"	4284.00	0.00
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122	0+4356	4356.00	90°00'00"	4356.00	0.00
123	0+4392	4392.00	90°00'00"	4392.00	0.00
124	0+4428	4428.00	90°00'00"	4428.00	0.00
125	0+4464	4464.00	90°00'00"	4464.00	0.00
126	0+4500	4500.00	90°00'00"	4500.00	0.00
127	0+4536	4536.00	90°00'00"	4536.00	0.00
128	0+4572	4572.00	90°00'00"	4572.00	0.00
129	0+4608	4608.00	90°00'00"	4608.00	0.00
130	0+4644	4644.00	90°00'00"	4644.00	0.00
131	0+4680	4680.00	90°00'00"	4680.00	0.00
132	0+4716	4716.00	90°00'00"	4716.00	0.00
133	0+4752	4752.00	90°00'00"	4752.00	0.00
134	0+4788	4788.00	90°00'00"	4788.00	0.00
135	0+4824	4824.00	90°00'00"	4824.00	0.00
136	0+4860	4860.00	90°00'00"	4860.00	0.00
137	0+4896	4896.00	90°00'00"	4896.00	0.00
138	0+4932	4932.00	90°00'00"	4932.00	0.00
139	0+4968	4968.00	90°00'00"	4968.00	0.00
140	0+5004	5004.00	90°00'00"	5004.00	0.00
141	0+5040	5040.00	90°00'00"	5040.00	0.00
142	0+5076	5076.00	90°00'00"	5076.00	0.00
143	0+5112	5112.00	90°00'00"	5112.00	0.00
144	0+5148	5148.00	90°00'00"	5148.00	0.00
145	0+5184	5184.00	90°00'00"	5184.00	0.00
146	0+5220	5220.00	90°00'00"	5220.00	0.00
147	0+5256	5256.00	90°00'00"	5256.00	0.00
148	0+5292	5292.00	90°00'00"	5292.00	0.00
149	0+5328	5328.00	90°00'00"	5328.00	0.00
150	0+5364	5364.00	90°00'00"	5364.00	0.00
151	0+5400	5400.00	90°00'00"	5400.00	0.00
152	0+5436	5436.00	90°00'00"	5436.00	0.00
153	0+5472	5472.00	90°00'00"	5472.00	0.00
154	0+5508	5508.00	90°00'00"	5508.00	0.00
155	0+5544	5544.00	90°00'00"	5544.00	0.00
156	0+5580	5580.00	90°00'00"	5580.00	0.00
157	0+5616	5616.00	90°00'00"	5616.00	0.00
158	0+5652	5652.00	90°00'00"	5652.00	0.00
159	0+5688	5688.00	90°00'00"	5688.00	0.00
160	0+5724	5724.00	90°00'00"	5724.00	0.00
161	0+5760	5760.00	90°00'00"	5760.00	0.00
162	0+5796	5796.00	90°00'00"	5796.00	0.00
163	0+5832	5832.00	90°00'00"	5832.00	0.00
164	0+5868	5868.00	90°00'00"	5868.00	0.00
165	0+5904	5904.00	90°00'00"	5904.00	0.00
166	0+5940	5940.00	90°00'00"	5940.00	0.00
167	0+5976	5976.00	90°00'00"	5976.00	0.00
168	0+6012	6012.00	90°00'00"	6012.00	0.00
169	0+6048	6048.00	90°00'00"	6048.00	0.00
170	0+6084	6084.00	90°00'00"	6084.00	0.00
171	0+6120	6120.00	90°00'00"	6120.00	0.00
172	0+6156	6156.00	90°00'00"	6156.00	0.00
173	0+6192	6192.00	90°00'00"	6192.00	0.00
174	0+6228	6228.00	90°00'00"	6228.00	0.00
175	0+6264	6264.00	90°00'00"	6264.00	0.00
176	0+6300	6300.00	90°00'00"	6300.00	0.00
177	0+6336	6336.00	90°00'00"	6336.00	0.00
178	0+6372	6372.00	90°00'00"	6372.00	0.00
179	0+6408	6408.00	90°00'00"	6408.00	0.00
180	0+6444	6444.00	90°00'00"	6444.00	0.00
181	0+6480	6480.00	90°00'00"	6480.00	0.00
182	0+6516	6516.00	90°00'00"		



## EXHIBIT "A"

PROJECT 16-Eng-33, 96th & Delegates Row

Sheet 1 of 1


PARCEL NO. 1 Fee Simple

Tax ID 29-14-008-000-021 000-018

A part of the Southwest Quarter of Section 8, Township 17 North Range 4 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southwest corner of said quarter section; thence South 89 degrees 30 minutes 17 seconds East 2,317.44 feet along the south line of said quarter section to the southeast corner of said grantor's land which point is 370.00 feet west of the southeast corner of said quarter section and designated as point "10" on said plat; thence North 0 degrees 26 minutes 16 seconds East 74.01 feet along the east line of said grantor's land to the north boundary of 96" Street designated as point "172" on said plat; thence North 86 degrees 38 minutes 33 seconds West 18.84 feet along said boundary to point "150" on said plat; thence North 89 degrees 30 minutes 15 seconds West 113.56 feet along said boundary to point "103" on said plat; thence North 72 degrees 03 minutes 07 seconds East 126.50 feet to point "06" on said plat; thence South 89 degrees 30 minutes 17 seconds East 12.34 feet to the east line of said grantor's land designated as point "72" on said plat; thence South 0 degrees 26 minutes 16 seconds West 40.96 feet along said line to the point of beginning and containing 0.067 acres, more or less.



This description was prepared for the City of Cannel  
Board of Public Works, by Fred L. Benge, Indiana  
Registered Land Surveyor, License Number 158908-0008,  
on the 26th day of January, 2017.

  
Fred L. Benge

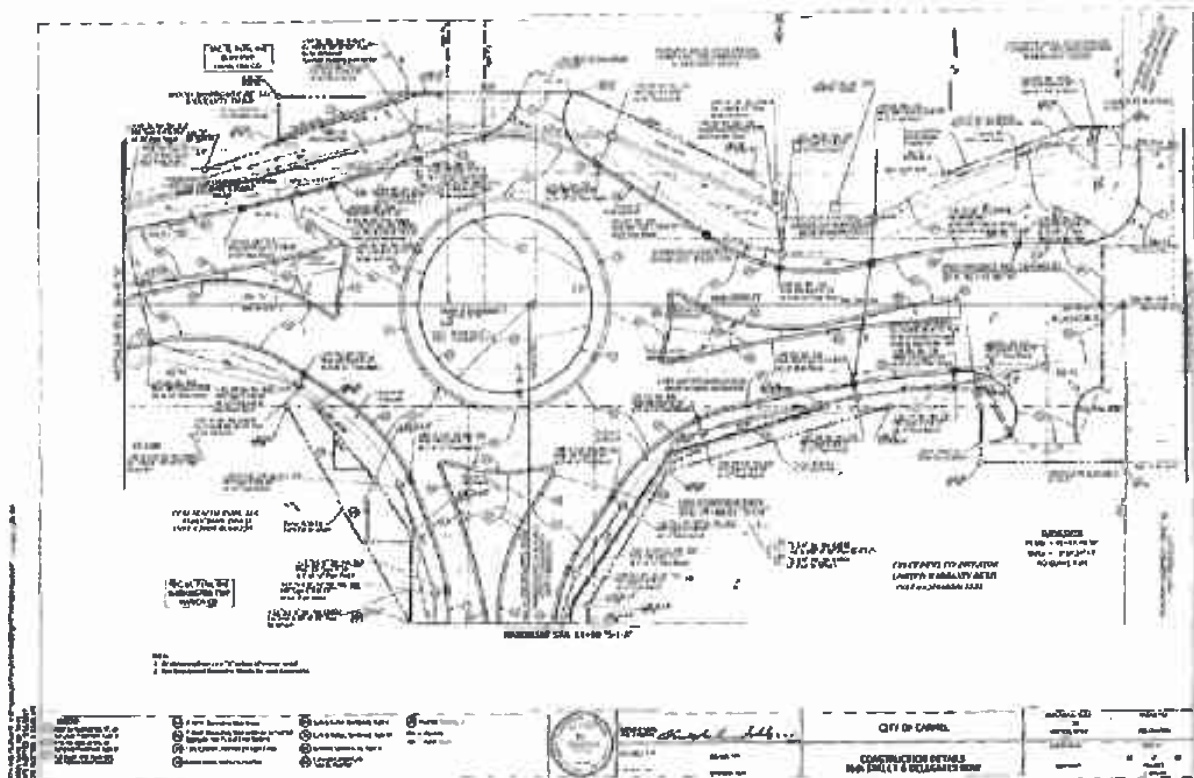


**EXHIBIT C**

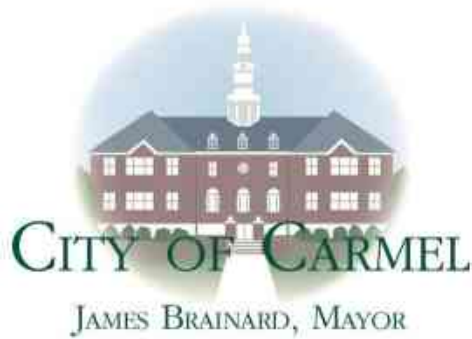
**THE DRAWING**

[See attached.]









October 2, 2020

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: LANE AND SIDEWALK CLOSURE –211 W MAIN STREET-SIGN INSTALLATION**

Dear Board Members:

Ken Woods with ISF Signs is requesting approval for lane restrictions and sidewalk closures at 211 West Main to install a sign on the exterior wall of the Monon and Main building (Exhibit attached). Traffic will be maintained via flaggers to allow traffic to flow in both directions on Main Street. The work will take place upon board approval and is expected to last around 3 hours.

The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial businesses shall be maintained at all time, other than within the work danger area. All adjoining businesses shall be provided notification of proposed work 48 hours prior to commencement of work activities.
- Emergency access to adjoining properties of the work site shall remain in place at all times.
- The petitioner understands that approval by the Board is for southbound lane closure and sidewalk closure only. All other work associated with the project is to be approved by other departments of the city.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer